MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Regular Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, September 5, 2023, beginning at 6:30 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

6:30 PM CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

ITEM #1
SUBJECT: CONSIDER APPROVAL OF AGENDA

ACTION: Discussion - **Consider approval of agenda as written or amended.**

COMMENTS: _____

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ITEM #2
SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE REGULAR VILLAGE BOARD MEETING HELD ON AUGUST 15, 2023.

ACTION: Discussion: **Consider approval of minutes as written or amended.**

COMMENTS: _____

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ITEM #3
SUBJECT: RECEIVE PRESENTATION FROM KRISTINE RESLER, BOARD PRESIDENT, BREMEN HIGH SCHOOL DISTRICT 228 - President Glotz

ACTION: Discussion: Board President Resler will present an update on the school year for District 228.

COMMENTS: _____

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ITEM #4

SUBJECT: RECEIVE PRESENTATIONS OF THE TINLEY PARK BUSINESS SPOTLIGHT: MVP FIRE PROTECTION SYSTEMS, ANJEL'S BOUTIQUE, AND THE TINLEY PARK FOOD PANTRY - President Glotz & Clerk O'Connor

ACTION: Discussion:

1.) MVP Fire Protection Systems, located at 8201 West 183rd Street, specializes in the installation of commercial and residential fire protection systems from start to finish. We are pleased to welcome Robert Wasniewski of MVP Fire Protection Systems.

2.) AnJel's Boutique recently opened a second location at 16205 Harlem Avenue. We are pleased to welcome Tinley Park resident Towanna Walker, owner of AnJel's Boutique.

3.) The Tinley Park Food Pantry is located in the basement of the Tinley Park United Methodist Church at 6875 173rd Place. We are pleased to welcome Deacon Ed Pluchar of the Tinley Park Food Pantry.

COMMENTS: _____

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ITEM #5

SUBJECT: CONSIDER THE FOLLOWING COMMISSION APPOINTMENT FOR FISCAL YEAR 2024 - President Glotz

ACTION: Discussion: Plan Commission:

- Kehla West

COMMENTS: _____

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ITEM #6

SUBJECT: CONSIDER THE APPOINTMENT OF LISA BECK TO THE POSITION OF BUILDING PERMIT COORDINATOR - President Glotz

ACTION: Discussion: Lisa joined the Community Development Department eight (8) years ago and has provided an excellent level of support to residents, developers, and businesses. She not only understands the goals of the construction permit issuance but also the related code, permit and construction processes associated with the issuance of the certificate of occupancy. Lisa handles all aspects of projects from residential, commercial, elevators, code enforcement, and business license often taking the lead on issues. Her professionalism, ability to multi-task, and initiative focused on continually enhancing the building permit process make her a great candidate for this promotional opportunity. **Consider appointing Lisa Beck to the position of Building Permit Coordinator effective September 6, 2023.**

COMMENTS: _____

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ITEM #7

SUBJECT: CONSIDER THE APPOINTMENT OF EILEEN RODGER TO THE POSITION OF PUBLIC WORKS OFFICE COORDINATOR - President Glotz

ACTION: Discussion: Eileen joined the Public Works Department eight (8) years ago. She is knowledgeable and can assist with nearly any issue. Eileen focuses on collaboration with interdepartmental responsibilities. She handles responsibilities with the right sense of urgency and ensures that any follow-up is completed. She takes initiative to handle the day-to-day needs and expeditiously comes up with solutions to issues. Her strong work ethic, dedication to teamwork, and ability to lead by example make her a great candidate for this promotional opportunity. **Consider appointing Eileen Rodger to the position of Public Works Office Coordinator effective September 6, 2023.**

COMMENTS: _____

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ITEM #8

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

A. CONSIDER ADOPTING RESOLUTION 2023-R-098 APPROVING A PURCHASE (QUOTE #2254343) BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD FOR THREE (3) MOTOROLA SOLUTIONS ALL BAND CONSOLETTE RADIOS FOR THE TINLEY PARK POLICE DEPARTMENT IN THE AMOUNT OF $43,784.28.

B. CONSIDER ADOPTING RESOLUTION 2023-R-099 APPROVING A PURCHASE (QUOTE #2294942) BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD FOR SIX (6) MOTOROLA SOLUTIONS APX-XE PORTABLE RADIOS FOR THE TINLEY PARK FIRE DEPARTMENT IN THE AMOUNT OF $74,203.86.

C. CONSIDER ADOPTING RESOLUTION 2023-R-106 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BEST TECHNOLOGY SYSTEMS FOR THE POLICE DEPARTMENT SHOOTING RANGE CLEANING (YEAR 2 OF 3) IN THE AMOUNT OF $18,360.

D. CONSIDER A REQUEST FROM ST. GEORGE CATHOLIC SCHOOL, 6700 176TH STREET, TO CONDUCT A RAFFLE FROM TUESDAY, NOVEMBER 21, 2023, THROUGH SATURDAY, MARCH 23, 2024, WITH THE MAXIMUM VALUE OF THE PRICE NOT TO EXCEED $19,500. WINNERS WILL BE DRAWN AT THE SCHOOL ON MARCH 23, 2024.

E. CONSIDER A REQUEST FROM ONE HEART EMBRACE SPECIAL NEEDS, TO CONDUCT A RAFFLE ON SEPTEMBER 17, 2023, WITH THE MAXIMUM VALUE OF THE PRICE NOT TO EXCEED $300. WINNERS WILL BE DRAWN AT SIP WINE BAR & RESTAURANT, 17424 OAK PARK AVENUE.

F. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF $2,315,690.54 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED AUGUST 18 AND 25, 2023, AND SEPTEMBER 1, 2023.

ACTION: Discussion: **Consider approval of consent agenda items.**

COMMENTS: _____

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ITEM #9

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-100 APPROVING LEASE AGREEMENT WITH TEEHAN H.S., LLC, 17329 OAK PARK AVENUE – Trustee Brady

ACTION: Discussion: Staff recommends approval of the Teehan property lease to Teehans H.S. LLC. The lease will be for six (6) months commencing on October 1, 2023 and ending April 1, 2024. **This Resolution is eligible for adoption.**

COMMENTS: _____

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ITEM #10

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-046 APPROVING A CLASS A LIQUOR LICENSE FOR TEEHAN H.S., LLC, 17329 OAK PARK AVENUE - President Glotz

ACTION: Discussion: The petitioner, Teehan's H.S., LLC has approached the Mayor's Office seeking a Class A Liquor License associated with the historic establishment located at 17329 Oak Park Avenue. **This Ordinance is eligible for adoption.**

COMMENTS: _____

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ITEM #11

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-047 GRANTING A SPECIAL USE PERMIT FOR A TOBACCO STORE TO DRIP DROP SMOKES AT 17133 HARLEM AVENUE - Trustee Mahoney

ACTION: Discussion: The Petitioner requests a Special Use Permit to operate a Tobacco Store at 17133 Harlem in the B-3 (General Business & Commercial) zoning district. The Plan Commission held a Public Hearing on August 17, 2023, and voted 5-0 to recommend approval of the Special Use in accordance with the listed plans and Findings of Fact in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS: _____

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ITEM #12

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-101 APPROVING THE FIRST AMENDMENT TO THE TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS AND BRIXMOR IA TINLEY PARK PLAZA, LLC - Trustee Mahoney

ACTION: Discussion: This item was discussed at the Economic and Commercial Commission August 14, 2023, and recommended for approval, and prior to this meeting at the Committee of the Whole. **This Resolution is eligible for adoption.**

COMMENTS: _____

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ITEM #13

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-048 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION TO THE TINLEY PARK PLAZA PLANNED UNIT DEVELOPMENT (PUD) FOR PHASE 2 REDEVELOPMENT OF 16039-16199 HARLEM AVENUE (BRIXMOR PROPERTY GROUP) - Trustee Mahoney

ACTION: Discussion: The Petitioner seeks the Special Use to redevelop Phase 2 of the property with a similar design as Phase 1. The Plan Commission held a Public Hearing on August 17, 2023, and voted 5-0 to recommend approval of the Special Use in accordance with the listed plans, the recommended conditions, exceptions, PUD regulations, and Findings of Fact in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS: _____

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ITEM #14

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-049 GRANTING SPECIAL USES TO GAS N WASH AT 18301 LA GRANGE ROAD - Trustee Mahoney

ACTION: Discussion: The Petitioner is seeking Special Use for an automobile service station and an automobile car wash when attached to a service station at 18301 La Grange Road in the B-3 (General Business) Zoning District. The Plan Commission held a Public Hearing on August 17, 2023, and voted 5-0 to recommend approval of the Special Uses with the recommended conditions, plans, and Findings of Fact as noted in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS: _____

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ITEM #15

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-050 GRANTING VARIATIONS FROM THE ZONING ORDINANCE TO GAS N WASH AT 18301 LA GRANGE ROAD - Trustee Mahoney

ACTION: Discussion: The Petitioner is seeking fourteen (14) variations (signage, parking, trash enclosure, Urban Design Overlay) to construct a development at 18301 La Grange Road in the B-3 (General Business) Zoning District. The Plan Commission held a Public Hearing on August 17, 2023, and voted 5-0 to recommend approval of the variations with the plans and Findings of Fact as noted in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS: _____

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ITEM #16

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-102 APPROVING THE WHITE EAGLE DRIVE FINAL PLAT OF SUBDIVISION AT 18301 LA GRANGE ROAD (GAS N WASH) - Trustee Mahoney

ACTION: Discussion: The Petitioner is seeking a final plat of subdivision to create two (2) lots and applicable easements. The Plan Commission voted 5-0 on August 17, 2023, to recommend approval of the Final Plat of Subdivision dated May 5, 2023, with the recommended condition noted in the Staff Report. **This Resolution is eligible for adoption.**

COMMENTS: _____

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ITEM #17

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-103 SUPPORTING AND CONSENTING TO THE FILING OF A CLASS 7B APPLICATION AND FINDING THE CLASS 7B NECESSARY FOR THE GAS N WASH DEVELOPMENT TO OCCUR AT 18301 LA GRANGE ROAD - Trustee Mahoney

ACTION: Discussion: This Resolution provides support for the Cook County Class 7b incentive which reduces the tax assessment ratio for the property at 18301 La Grange Road to be developed as a Gas N Wash. This item was discussed at the Economic and Commercial Commission June 12, 2023, and prior to this meeting at the Committee of the Whole. **This Resolution is eligible for adoption.**

COMMENTS: _____

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ITEM #18

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-104 APPROVING THE NOT TO EXCEED EXPENDITURE OF $210,000 TOTAL FOR THE PURCHASE OF FIVE (5) VEHICLES FOR THE CRIME SUPPRESSION UNIT - Trustee Brennan

ACTION: Discussion: The Crime Suppression Unit seeks five (5) vehicles that can be used covertly to maximize surveillance and undercover operations. **This Resolution is eligible for adoption.**

COMMENTS: _____

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ITEM #19

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-105 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CROWNE INDUSTRIES, LTD. FOR A 3,000 GALLON ABOVE GROUND JETA HELIPORT SELF-FUELING SYSTEM - Trustee Mueller

ACTION: Discussion: Consider awarding a contract to Crowne Industries Ltd. in the amount of $279,690 and a down payment in the amount of $95,578.50. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

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ITEM #20

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-107 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND P.T. FERRO CONSTRUCTION COMPANY FOR THE KIMBERLY HEIGHTS DRAINAGE IMPROVEMENTS - PHASE 1 & 2 - Trustee Mueller

ACTION: Discussion: Consider awarding a contract to P.T. Ferro Construction Company in the amount of $1,114,626.25. This item was discussed at the Committee of the Whole meeting held previous to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

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ITEM #21

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

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ITEM #22

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: _____

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ITEM #23

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

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ITEM #24

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

A. DISCUSSION OF MINUTES OF MEETINGS LAWFULLY CLOSED UNDER THIS ACT, WHETHER FOR PURPOSES OF APPROVAL BY THE BODY OF THE MINUTES OR SEMI-ANNUAL REVIEW OF THE MINUTES AS MANDATED BY SECTION 2.06.

B. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.

C. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.

ADJOURNMENT

**MINUTES OF THE BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD AUGUST 15, 2023**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 Oak Park Avenue, Tinley Park, IL on August 15, 2023. President Glotz called this meeting to order at 6:30 p.m.

At this time President Glotz led the Board and audience in the Pledge of Allegiance.

Clerk O'Connor called the roll. Present and responding to roll call were the following:

Village President:	Michael W. Glotz
Village Clerk:	Nancy M. O'Connor
Trustees:	William P. Brady
	William A. Brennan
	Dennis P. Mahoney
	Michael G. Mueller
	Kenneth E. Shaw
	Colleen M. Sullivan
Absent:	
Also Present:	
Village Manager:	Patrick Carr
Asst. Village Manager:	Hannah Lipman
Village Attorney:	Paul O'Grady

Motion was made by Trustee Brennan, seconded by Trustee Shaw to approve the agenda as written or amended for this meeting. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Brennan to approve and place on file the minutes of the special Village Board Meeting held on August 2, 2023. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

At this time President Glotz and Clerk O'Connor presented the Tinley Park Business Spotlight.

- Park Lawn, 17007 Oak Park Avenue
- Vinny's Clam Bar, 18202 Harlem Avenue

Motion was made by Trustee Mueller, seconded by Trustee Brennan to appoint **STEVE NEMECEK TO THE POSITION OF FOREMAN-STREETS DIVISION.** Steve joined the Village's Public Works Department seven (7) years ago. He has gained valuable operational experience and shown leadership in all his duties in the Street Division. Steve has made significant contributions to maintaining the sign department, takes great pride in in all his work, takes initiative with a positive attitude, and is willing to step outside of his comfort zone to take on challenges that will better himself, his co-workers, and the department. His professional demeanor, his public relations communication skills, and his ability to make educated decisions all make him a great candidate for this promotional opportunity. President Glotz asked if there

were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mahoney, seconded by Trustee Shaw to consider approving the following Consent Agenda items:

A. CONSIDER ADOPTING RESOLUTION 2023-R-088 APPROVING A PURCHASE OF TASERS FROM AXON ENTERPRISE, INC. IN THE AMOUNT OF $34,754.20.
B. CONSIDER ADOPTING RESOLUTION 2023-R-092 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND METRO POWER FOR THE EMERGENCY BACKUP GENERATORS ANNUAL MAINTENANCE IN THE AMOUNT OF $24,050.
C. CONSIDER ADOPTING RESOLUTION 2023-R-093 APPROVING A JOB ORDER CONTRACT (JOC) BETWEEN THE VILLAGE OF TINLEY PARK AND ROBE CONSTRUCTION INC. FOR THE VILLAGE HALL BUILDING DEPARTMENT CONDENSING UNIT REPLACEMENT IN THE AMOUNT OF $58,949.39.
D. CONSIDER ADOPTING RESOLUTION 2023-R-094 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STEVE SPIESS CONSTRUCTION, INC. FOR THE POST 2 CHECK METER REPLACEMENT IN THE AMOUNT OF $79,036.10.
E. CONSIDER A REQUEST FROM THE ILLINOIS ARBORIST ASSOCIATION TO CONDUCT A RAFFLE ON TUESDAY, NOVEMBER 7, 2023, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED $2,500. WINNERS WILL BE DRAWN AT THE TINLEY PARK CONVENTION CENTER, 18451 CONVENTION CENTER DRIVE.
F. CONSIDER A REQUEST FROM INGALLS DEVELOPMENT FOUNDATION, ONE INGALLS DRIVE, HARVEY, ILLINOIS TO CONDUCT A RAFFLE SATURDAY, SEPTEMBER 9, 2023, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED $1,500. WINNERS WILL BE DRAWN AT THE TINLEY PARK CONVENTION CENTER, 18451 CONVENTION CENTER DRIVE ON SEPTEMBER 9, 2023.
G. CONSIDER A REQUEST FROM PEOPLES ANIMAL WELFARE SOCIETY (P.A.W.S.), TO CONDUCT A RAFFLE THROUGH SUNDAY, DECEMBER 3, 2023, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED $1,850. WINNERS WILL BE DRAWN AT P.A.W.S. 8301 191ST STREET.
H. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF $3,725,831.75 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED AUGUST 4 AND 11, 2023.

President Glotz asked if anyone from the Board would like to remove or discuss any items from the Consent Agenda. No items were removed or discussed. President Glotz asked if there were any comments from members of the public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Sullivan to adopt and place on file **ORDINANCE 2023-O-043 APPROVING AN ASSET PURCHASE AND RELOCATION AGREEMENT FOR TEEHAN'S IRISH BAR.** As part of the Harmony Square development project, the Village wishes to preserve the historic nature of Teehan's Irish Bar (17329) given its significance to the community. This Agreement grants the Village naming rights to Teehan's Irish Bar following its closure and re-development. This item was discussed at the Committee of the Whole held prior to this meeting.

President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mueller to adopt and place on file **RESOLUTION 2023-R-095 APPROVING AND AWARDING AN OAK PARK AVENUE SIGN GRANT TO HAWAII FLUID ART FOR THE PROPERTY LOCATED AT 17200 OAK PARK AVENUE.** Hawaii Fluid Art is a new painting studio located in Downtown Tinley Park. David King and Patrice O'Toole will be installing new exterior wall signage that includes an aluminum wall sign and a projecting sign. The Sign Grant shall be in an amount not to exceed $3797.50. This item was discussed at the Committee of the Whole held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Sullivan to adopt and place on file **ORDINANCE 2023-O-044 GRANTING A VARIATION TO PERMIT A FENCE IN A SECONDARY FRONT YARD FOR PROPERTY LOCATED AT 6648 174TH PLACE.** The variation permits a 4-foot high open-style fence to encroach into the required 25-foot secondary front yard. The Plan Commission held a Public Hearing on August 3, 2023, and voted 6-0 to recommend approval of the Variation request in accordance with the plans and findings of fact in the Staff Report. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mueller to adopt and place on file **ORDINANCE 2023-O-045 GRANTING TWO VARIATIONS FROM THE ZONING ORDINANCE FOR THE OAK PARK TOWNES TOWNHOME DEVELOPMENT LOCATED AT 17822-17828 OAK PARK AVENUE.** The Petitioner seeks Variations to redevelop the property for the construction of a thirty-one-unit townhome development within the NG (Legacy – Neighborhood General) zoning district. The Plan Commission held a Public Hearing on August 3, 2023, and voted 6-0 to recommend approval of the Variations in accordance with the listed plans and Findings of Fact in the Staff Report. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Sullivan, seconded by Trustee Brady to adopt and place on file **RESOLUTION 2023-R-090 APPROVING AND ACCEPTING THE FINAL PLAT OF OAK PARK TOWNES SUBDIVISION FOR THE OAK PARK TOWNES DEVELOPMENT AT 17822-17828 OAK PARK AVENUE.** The requested approval for the Final Plat of Oak Park Townes Subdivision was reviewed by the Plan Commission on August 3, 2023, and voted 6-0 to recommend approval of the Final Plat of Subdivision with a recommended condition. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Sullivan, seconded by Trustee Brady to adopt and place on file **RESOLUTION 2023-R-091 APPROVING AND ACCEPTING THE FINAL PLAT OF VACATION OF RIGHT OF WAY FOR THE OAK PARK TOWNES DEVELOPMENT AT 17822-17828 OAK PARK AVENUE.** The requested Final Plat of Vacation was reviewed by the Plan Commission on August 3, 2023, and voted 6-0 to recommend approval of the Final Plat with a recommended condition. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call.

Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan to approve **THE REJECTION OF ALL BIDS FOR THE 179TH STREET WATER MAIN REPLACEMENT.** Public Works is requesting to reject all bids received for the 179th Street Watermain Replacement. Bids for the water main on 179th Street from Oak Park Avenue to 66th Court were opened publicly on August 1, 2023. The two bids received were well above the budgeted amount for the project by approximately $350,000. FY2024 funding carryover, plus additional funding to cover the cost of the project, will be requested for the FY2025 capital budget. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan to adopt and place on file **RESOLUTION 2023-R-096 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND M.E. SIMPSON CO., INC. FOR THE WATER SYSTEM ASSESSMENT PROGRAM.** This agreement with M.E. Simpson Co., Inc. in the amount of $226,557 is for the Water Assessment Program. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Sullivan to adopt and place on file **RESOLUTION 2023-R-089 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PRIMERA ENGINEERS, INC. FOR HELIPAD IMPROVEMENTS - PROFESSIONAL ENGINEERING SERVICES.** This contract to Primera Engineers, Inc. is in the amount of $151,375.56. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan to adopt and place on file **RESOLUTION 2023-R-097 APPROVING A JOB ORDER CONTRACT (JOC) BETWEEN THE VILLAGE OF TINLEY PARK AND ROBE CONSTRUCTION INC. FOR THE PUBLIC SAFETY BUILDING BOILER REPLACEMENTS.** This JOC with Robe Construction Inc. is in the amount of $128,552.06. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

President Glotz asked if there were any comments from members of the Staff.

Community Development Director Dan Ritter stated that a Request for Proposal seeking proposals for the Comprehensive Plan Development has been advertised and posted. He stated that the development of a new comprehensive plan is important to the community, it will establish the framework for future planning and policy implementation efforts for the Village.

President Glotz asked if there were any comments from members of the Board. There were none.

Trustee Shaw stated he is a proponent of the Comprehensive Plan being updated.

President Glotz thanked the Marketing Department Team, Public Works, and Public Safety Staff, for another successful Music in the Plaza.

President Glotz announced the implementation of the Street Crime Suppression Unit. This Unit went live this week and has already conducted a total of twenty-five traffic stops, eleven arrests, sixteen Cook County citations were issued, seven administrative citations were written, four vehicles were towed, and approximately one hundred grams of cannabis was recovered. President Glotz thanked Public Works Director and Head Mechanic Dan Quinn for assisting in getting vehicles ready for this Unit to use.

Police Chief Walsh commented on the Street Crime Suppression Unit and stated the best is yet to come with this unit.

President Glotz presented an overview of an ethics complaint that was filed on July 31, 2023, by Diane Galante. Within two days of receipt the Independent Counselor investigating the complaint found the complaint to be unfounded due to failure to file in the complaint proper timeframe, and no ethics code violations were established in the complaint.

President Glotz asked if there were any comments from members of the public.

Resident Steven Ford stated concerns regarding the street resurfacing and apron replacement work being done in his neighborhood. President Glotz referred Mr. Ford to Public Works Director John Urbanski for assistance with his issues.

Motion was made by Trustee Sullivan, seconded by Trustee Brady to adjourn the Village Board meeting at 7:21 p.m. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

PLEASE NOTE: Where there is no summary of discussion on any items in the minutes, this reflects that no discussion occurred other than the introduction of the item.

APPROVED:

_____
Village President

ATTEST:

_____
Village Clerk

RECEIVE A PRESENTATION FROM KRISTINE RESLER, BOARD PRESIDENT, BREMEN HIGH SCHOOL DISTRICT 228

President Glotz

TINLEY PARK BUSINESS SPOTLIGHT

President Glotz and

Clerk O'Connor

COMMISSION APPOINTMENT FOR FISCAL YEAR 2024

President Glotz

CONSIDER THE APPOINTMENT OF:

LISA BECK - BUILDING PERMIT COORDINATOR

EILEEN RODGER - PUBLIC WORKS OFFICE COORDINATOR

President Glotz

CONSIDER THE APPOINTMENT OF:

LISA BECK - BUILDING PERMIT COORDINATOR

EILEEN RODGER - PUBLIC WORKS OFFICE COORDINATOR

President Glotz

Interoffice Memo

Date: August 28, 2023

To: Pat Carr, Village Manager
Hannah Lipman, Assistant Village Manager

From: John Urbanski, Public Works Director

Subject: Tinley Park Police Department Motorola Console Radio Purchase for the Dispatch Center

Presented for Committee of the Whole and Village Board discussion and action.

Description:
Tinley Park PD will be moving to the Cook County radio network with the purchase of the new portable radios. For dispatch to communicate with them, console radios will have to be purchased and installed. These radios will be purchased through Cook County ETSB (Emergency Telephone Board System) utilizing special purchase pricing (Contract #2254343). Having the same manufacture radio as the previously approved field units is crucial for future enhancements and capabilities with surrounding communities. The radios will have multi-function features that will enable dispatch to still communicate in the event our current Moducom system crashes.

Tinley Park Dispatch would take advantage of many tools not offered by the other radio venders offered such as:

- Officer Radio ID with Emergency notification at each dispatch position:
  - Having remote handsets at each position will give the backup capability if Moducom goes down always keeping dispatch in direct contact with field units.

- 3 Console Radios will give added ability for the Fire Department, Public Safety channel and surrounding communities moving to P25:
  - Dispatch will have the ability to change channels on the console radios to monitor surrounding towns, also use in a Moducom down situation.

Contractor	Scope	Submitted & Calculated Proposal	* Utilizing County Co-Op Pricing
Motorola/CC ETSB	Console Radios x 3	$43,784.28	

Budget / Finance: Funds are budgeted and available in Communication Infrastructure Master Plan:

Budget Amount	$100,000.00
Motorola/ETSB	$43,784.28
Contingency/Programming	$5,000
Difference – UNDER BUDGET	$51,215.72

Staff Direction Request:
1. Approve the purchase of 3 Motorola all band consolettes from Cook County ETSB in the estimated amount of $43,784.28.
2. Direct staff as necessary.

Attachments:
1. Motorola Quote.
2. Supporting Documents.

Tinley Park ILLINOIS
Life Amplified

THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2023-R-098

A RESOLUTION APPROVING A PURCHASE (QUOTE #2254343) BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD FOR THREE (3) ALL BAND CONSOLETTE RADIOS THROUGH MOTOROLA SOLUTIONS FOR THE TINLEY PARK POLICE DEPARTMENT IN THE AMOUNT OF $43,784.28

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

RESOLUTION NO. 2023-R-098

A RESOLUTION APPROVING A PURCHASE (QUOTE #2254343) BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD FOR THREE (3) ALL BAND CONSOLETTE RADIOS THROUGH MOTOROLA SOLUTIONS FOR THE TINLEY PARK POLICE DEPARTMENT IN THE AMOUNT OF $43,784.28

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered purchasing 3 All Band Consolette Radios with COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD, a true and correct copy of such Quote #2254343 being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said purchase of 3 All Band Consolette Radios – Quote #2254343 be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Quote #2254343" be entered into and executed by said Village of Tinley Park, with said Quote #2254343 to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Quote #2254343.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 5th day of September, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this 5th day of September, 2023, by the President of the Village of Tinley Park.

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT 1

QUOTE #2254343

COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

THREE (3) ALL BAND CONSOLETTE RADIOS THROUGH MOTOROLA SOLUTIONS

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-098, "**A RESOLUTION APPROVING A PURCHASE (QUOTE #2254343) BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD FOR THREE (3) ALL BAND CONSOLETTE RADIOS THROUGH MOTOROLA SOLUTIONS FOR THE TINLEY PARK POLICE DEPARTMENT IN THE AMOUNT OF $43,784.28**" which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 5, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of September, 2023.

_____
VILLAGE CLERK

MOTOROLA SOLUTIONS

QUOTE-2254343

Billing Address:
TINLEY PARK, VILLAGE OF
7850 W 183RD ST
TINLEY PARK, IL 60477
US

Quote Date:08/01/2023
Expiration Date:09/30/2023
Quote Created By:
John Schoon
jschoon@chicomm.com

End Customer:
TINLEY PARK, VILLAGE OF
Bill Neumann
wneumann@tinleypark.org

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ Consolette					
1	L37TSS9PW1AN	ALL BAND CONSOLETTE	3	$9,933.04	$6,357.15	$19,071.45
1a	L998AB	ADD: LIMITED FRONT PANEL W/CLOCK/VU	3	$528.00	$337.92	$1,013.76
1b	G996AS	ENH: OVER THE AIR PROVISIONING	3	$110.00	$70.40	$211.20
1c	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	3	$604.80	$604.80	$1,814.40
1d	GA00580AA	ADD: TDMA OPERATION	3	$495.00	$316.80	$950.40
1e	CA01598AB	ADD: AC LINE CORD US	3	$0.00	$0.00	$0.00
1f	G51AT	ENH:SMARTZONE	3	$1,650.00	$1,056.00	$3,168.00
1g	GA05509AA	DEL: DELETE UHF BAND	3	-$800.00	-$512.00	-$1,536.00
1h	G843AH	ADD: AES ENCRYPTION AND ADP	3	$523.00	$334.72	$1,004.16
1i	G806BL	ENH: ASTRO DIGITAL CAI OP APX	3	$567.00	$362.88	$1,088.64
1j	G361AH	ENH: P25 TRUNKING SOFTWARE APX	3	$330.00	$211.20	$633.60
1k	W969BG	ADD: MULTIKEY OPERATION	3	$363.00	$232.32	$696.96
2	HKN6233C	APX CONSOLETTE RACK MOUNT KIT	3	$200.00	$128.00	$384.00

MOTOROLA SOLUTIONS

QUOTE-2254343

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	Product Services					
3	LSV00Q00202A	DEVICE PROGRAMMING	3	$78.57	$78.57	$235.71
	MCD 5000 Deskset System					
4	HKVN4865A	LICENSE,CD, MCD 5000 DOCUMENTATION*	1	$0.00	$0.00	$0.00
5	F2380A	SM,MCD 5000 DESKSET	1	$2,275.00	$2,275.00	$2,275.00
6	FHN7469A	ASSY,P/S,MCD 5000 DESKSET / RGU PWR SPLY W/ USA PWR CORD	1	$100.00	$100.00	$100.00
7	FKN8690A	ASSY,CBL,MCD 5000 RGU TO ASTRO CNSLT W9 DIR CONNECT	1	$100.00	$100.00	$100.00
8	TDN1112B	ETHERNET CABLE 25' EV CAT5E PCH CB	1	$33.00	$33.00	$33.00
	MCD 5000 Deskset System					
9	HKVN4865A	LICENSE,CD, MCD 5000 DOCUMENTATION*	1	$0.00	$0.00	$0.00
10	FHN7469A	ASSY,P/S,MCD 5000 DESKSET / RGU PWR SPLY W/ USA PWR CORD	1	$100.00	$100.00	$100.00
11	F2380A	SM,MCD 5000 DESKSET	1	$2,275.00	$2,275.00	$2,275.00
12	FKN8690A	ASSY,CBL,MCD 5000 RGU TO ASTRO CNSLT W9 DIR CONNECT	1	$100.00	$100.00	$100.00
13	TDN1112B	ETHERNET CABLE 25' EV CAT5E PCH CB	1	$33.00	$33.00	$33.00
	MCD 5000 Deskset System					
14	HKVN4865A	LICENSE,CD, MCD 5000 DOCUMENTATION*	1	$0.00	$0.00	$0.00
15	FHN7469A	ASSY,P/S,MCD 5000 DESKSET / RGU PWR SPLY W/ USA PWR CORD	1	$100.00	$100.00	$100.00
16	F2380A	SM,MCD 5000 DESKSET	1	$2,275.00	$2,275.00	$2,275.00

MOTOROLA SOLUTIONS

QUOTE-2254343

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
17	FKN8690A	ASSY,CBL,MCD 5000 RGU TO ASTRO CNSLT W9 DIR CONNECT	1	$100.00	$100.00	$100.00
18	TDN1112B	ETHERNET CABLE 25' EV CAT5E PCH CB	1	$33.00	$33.00	$33.00
	MCD 5000 Deskset System					
19	HKVN4865A	LICENSE,CD, MCD 5000 DOCUMENTATION*	1	$0.00	$0.00	$0.00
20	FHN7469A	ASSY,P/S,MCD 5000 DESKSET / RGU PWR SPLY W/ USA PWR CORD	1	$100.00	$100.00	$100.00
21	F2380A	SM,MCD 5000 DESKSET	1	$2,275.00	$2,275.00	$2,275.00
22	FKN8690A	ASSY,CBL,MCD 5000 RGU TO ASTRO CNSLT W9 DIR CONNECT	1	$100.00	$100.00	$100.00
23	TDN1112B	ETHERNET CABLE 25' EV CAT5E PCH CB	1	$33.00	$33.00	$33.00
	MCD 5000 Deskset System					
24	HKVN4865A	LICENSE,CD, MCD 5000 DOCUMENTATION*	1	$0.00	$0.00	$0.00
25	FHN7469A	ASSY,P/S,MCD 5000 DESKSET / RGU PWR SPLY W/ USA PWR CORD	1	$100.00	$100.00	$100.00
26	F2380A	SM,MCD 5000 DESKSET	1	$2,275.00	$2,275.00	$2,275.00
27	FKN8690A	ASSY,CBL,MCD 5000 RGU TO ASTRO CNSLT W9 DIR CONNECT	1	$100.00	$100.00	$100.00
28	TDN1112B	ETHERNET CABLE 25' EV CAT5E PCH CB	1	$33.00	$33.00	$33.00
	MCD 5000 Deskset System					
29	HKVN4865A	LICENSE,CD, MCD 5000 DOCUMENTATION*	1	$0.00	$0.00	$0.00
30	FHN7469A	ASSY,P/S,MCD 5000 DESKSET / RGU PWR SPLY W/ USA PWR CORD	1	$100.00	$100.00	$100.00
31	F2380A	SM,MCD 5000 DESKSET	1	$2,275.00	$2,275.00	$2,275.00

MOTOROLA SOLUTIONS

QUOTE-2254343

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
32	FKN8690A	ASSY,CBL,MCD 5000 RGU TO ASTRO CNSLT W9 DIR CONNECT	1	$100.00	$100.00	$100.00
33	TDN1112B	ETHERNET CABLE 25' EV CAT5E PCH CB	1	$33.00	$33.00	$33.00

Grand Total $43,784.28(USD)

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Interoffice Memo

#23-96

Date: August 29, 2023

To: Pat Carr, Village Manager
Hannah Lipman, Assistant Village Manager

From: Steve Klotz, Fire Chief Administrator

Subject: Purchase of Motorola APX-Next XE Portable Radios for Tinley Park Fire Department

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Presented for Committee of the Whole and Village Board discussion and action.

Description:
For interoperability with Tinley Park PD and Will County the fire department will be upgrading with the purchase of 6 APX Next Radios. The existing radios are not compatible to communicate on the new police frequency nor Will County radio system. The radios are budgeted and will be an annual effort to purchase radios each year until all of them are replaced.

Tinley Park Fire would take advantage of the purchase through Cook County ETSB board, saving subscription cost and State contract pricing.

Budget / Finance: Funds are budgeted and available in Fire Department Capitol

Budget Amount	$80,000.00
Radio Purchase	$72,357.60
Bank Charger	$1,846.26
Difference – UNDER BUDGET	$5,796.40

Staff Direction Request:
1. Approve the purchase of 6 Motorola APX-Next XE radios and 2 Bank Chargers through Cook County ETSB board for the Tinley Park Fire Department at the amount of $ 74,203.86.
2. Direct staff as necessary.

Attachments:
1. Motorola Quote.
2. Supporting Documents.

SCK/mb

Tinley Park ILLINOIS
Life Amplified

THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2023-R-099

A RESOLUTION APPROVING A PURCHASE (QUOTE #2294942) BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD FOR SIX (6) APX-XE PORTABLE RADIOS THROUGH MOTOROLA SOLUTIONS FOR THE TINLEY PARK FIRE DEPARTMENT IN THE AMOUNT OF $74,203.86

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

RESOLUTION NO. 2023-R-099

A RESOLUTION APPROVING A PURCHASE (QUOTE #2294942) BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD FOR SIX (6) APX-XE PORTABLE RADIOS THROUGH MOTOROLA SOLUTIONS FOR THE TINLEY PARK FIRE DEPARTMENT IN THE AMOUNT OF $74,203.86

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with Cook County Emergency Telephone System Board, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid Contract/ be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 5th day of September, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:
NAYS:
ABSENT:
APPROVED this 5th day of September, 2023, by the President of the Village of Tinley Park.

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT 1

QUOTE #2294942

COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

SIX (6) APX-XE PORTABLE RADIOS THROUGH MOTOROLA SOLUTIONS FOR THE TINLEY PARK FIRE DEPARTMENT

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-099, "**A RESOLUTION (QUOTE #2294942) BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD FOR SIX (6) APX-XE PORTABLE RADIOS THROUGH MOTOROLA SOLUTIONS FOR THE TINLEY PARK FIRE DEPARTMENT IN THE AMOUNT OF $74,203.86**, which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 5, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of September, 2023.

_____
VILLAGE CLERK

MOTOROLA SOLUTIONS

QUOTE-2294942
APXNext XE Quote

Billing Address:
TINLEY PARK POLICE DEPT,
VILLAGE OF
7850 W 183RD ST
TINLEY PARK, IL 60477
US

Quote Date:08/23/2023
Expiration Date:11/21/2023
Quote Created By:
Chris Chisnell
Chris.Chisnell@
motorolasolutions.com

End Customer:
TINLEY PARK POLICE DEPT, VILLAGE OF
Bill Neumann
wneumann@tinleypark.org
708-444-5542

Contract: 35622 - Cook County IL

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT XE MULTI					
1	H55TGT9PW8AN	APX NEXT; ALL-BAND MODEL 4.5 PORTABLE	6		$8,241.00	$6,015.93	$36,095.58
1a	H38DA	ADD: SMARTZONE OPERATION	6		$1,320.00	$963.60	$5,781.60
1b	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	6		$567.00	$413.91	$2,483.46
1c	QA09028AA	ADD: VIQI VC RADIO OPERATION	6		$110.00	$80.30	$481.80
1d	Q629BD	ENH: AES ENCRYPTION AND ADP	6		$523.00	$381.79	$2,290.74
1e	QA00580BA	ADD: TDMA OPERATION	6		$495.00	$361.35	$2,168.10
1f	QA09001AM	ADD: WIFI CAPABILITY	6		$330.00	$240.90	$1,445.40
1g	Q361CD	ADD: P25 9600 BAUD TRUNKING	6		$330.00	$240.90	$1,445.40
1h	Q173CA	ADD: SMARTZONE OMNILINK	6		$0.00	$0.00	$0.00

MOTOROLA SOLUTIONS

QUOTE-2294942
APXNext XE Quote

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1i	H869DB	ENH: MULTIKEY	6		$363.00	$264.99	$1,589.94
1j	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS*	6		$0.00	$0.00	$0.00
1k	H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO+	6		-$300.00	-$300.00	-$1,800.00
1l	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	6		$0.00	$0.00	$0.00
1m	H637AB	ADD: RADIO CENTRAL PROGRAMMING PROMO CARVE OUT+	6		-$32.04	-$32.04	-$192.24
1n	QA01427AK	ALT: APX NEXT XE HOUSING GREEN	6		$28.00	$20.44	$122.64
1o	QA02006AE	ADD: APX NEXT XE M4.5 RUGGED RADIO	6		$770.00	$562.10	$3,372.60
1p	H499KC	ENH: SUBMERSIBLE (DELTA T)	6		$165.00	$120.45	$722.70
1q	QA08530AB	ALT: BATTERY LI-ION IMPRES 2 IP68 5650T UL DIV 2 XE	6		$169.40	$123.66	$741.96
2	SSV01P01407B	SMARTPROGRAMMING PROMO+	6	1 YEAR	$75.00	$75.00	$450.00
3	SSV01P01406A	SMARTCONNECT PROMO+	6	1 YEAR	$75.00	$75.00	$450.00
4	SSV01P01902A	SMARTMAPPING PROMO+	6	1 YEAR	$75.00	$75.00	$450.00
5	SSV01P01901A	SMARTMESSAGING PROMO+	6	1 YEAR	$75.00	$75.00	$450.00
6	SSV01P01685B	ELIGIBLE FOR PROMO - CC AWARE STARTER+	6	1 YEAR	$0.00	$0.00	$0.00
7	PSV00S01424A	APX NEXT PROVISIONING*	1		$0.00	$0.00	$0.00
8	PSV01S02940A	SMARTMAPPING ENABLEMENT	1		$0.00	$0.00	$0.00
9	PSV01S02941A	SMARTMESSAGING ENABLEMENT	1		$0.00	$0.00	$0.00

MOTOROLA SOLUTIONS

QUOTE-2294942
APXNext XE Quote

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
10	PSV01S02944A	PROVISIONING SUPPORT	1		$0.00	$0.00	$0.00
11	SSV01P01476A	SMARTLOCATE PROMO+	6	1 YEAR	$75.00	$75.00	$450.00
12	LSV01S03446A	APX NEXT DMS ESSENTIAL	6	7 YEARS	$484.60	$353.76	$2,122.56
13	LSV01P03092A	RADIOCENTRAL PROGRAMMING PROMO	6	1 YEAR	$32.04	$32.04	$192.24
14	LSV01S03082A	RADIOCENTRAL PROGRAMMING	6	4 YEARS	$128.16	$128.16	$768.96
15	PSV03S02465A	APX DMS PROVISIONING PD3*	1		$0.00	$0.00	$0.00
16	NNTN9090A	BATTERY PACK,IMPRES GEN2, LIION, IP68, 5850T, UL2054 DIV 2	6		$326.70	$212.36	$1,274.16
17	SSV01S01407A	SMARTPROGRAMMING	6	4 YEAR	$300.00	$300.00	$1,800.00
18	SSV01S01406A	SMARTCONNECT	6	4 YEAR	$300.00	$300.00	$1,800.00
19	SSV01S01476A	SMARTLOCATE	6	4 YEAR	$300.00	$300.00	$1,800.00
20	SSV01S01907A	SMARTMAPPING	6	4 YEAR	$300.00	$300.00	$1,800.00
21	SSV01S01906A	SMARTMESSAGING	6	4 YEAR	$300.00	$300.00	$1,800.00
22	NNTN9115A	CHARGER, MULTI-UNIT, IMPRES G2, 6-DISP, US/NA/CA/LA PLUG, ACC-CHARGER	2		$1,420.20	$923.13	$1,846.26
	CommandCentral Aware						
23	ISV00S01852A	AWARE DELIVERY SERVICE BASE	1		$0.00	$0.00	$0.00
24	SSV00S02383A	AWARE STARTER	1	1 YEAR	$0.00	$0.00	$0.00

Grand Total $74,203.86(USD)

0

Notes:

- Additional information is required for one or more items on the quote for an order.

MOTOROLA SOLUTIONS

QUOTE-2294942
APXNext XE Quote

+ Promotional pricing for 1 year Application Service trial.

Motorola's quote (Quote Number: 2294942 Dated: 8/23/2023) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at http://www.motorolasolutions.com/msi/omterms.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	Customer
By: _____	By: _____
Name: Jeff Stowasser	Name: _____
Title: IL Sales Manager	Title: _____
Date: 8/23/2023	Date: _____

- Cloud Anchor Server Hardware.

COMMANDCENTRAL AWARE INTEGRATIONS

CommandCentral Aware provides a range of integrations, described in the sections below.

APX NEXT SmartLocate Integration

The APX NEXT SmartLocate feature provides dispatchers with accurate location data over a broadband network. This location data, combined with CommandCentral Aware functionality, enables better tracking of field personnel and improved situational awareness. SmartLocate quickly sends GPS coordinate updates and location information from the field to dispatchers, providing a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and allocate resources in the most efficient way possible. Broadband connectivity increases the frequency of location reporting beyond the capability of an LMR system. This improves location accuracy and enables more users to be tracked. The CommandCentral Aware tool set features many location triggers, including time, distance, push-to-talk (PTT), emergency, and accelerated cadence during emergency.

Computer Aided Dispatch (CAD) Integration

CommandCentral Aware integrates with CAD to provide CAD status and event monitor capabilities. The CAD status monitor allows users to see a listing of incidents (event type, location incidents, narrative, priority, status, geographic area, location of devices or units). The application consumes event-driven data from multiple CAD systems, allowing for real time assessment with other relevant data published to the platform, such as officer location, alarms, alerts, tips, tactical information, voice, and video.

Motorola 911 Mapping Integration

CommandCentral Aware integrates with Motorola Solutions CAD and 911 call data. The CommandCentral Aware application shows key caller events, such as 911 ringing, connects, and disconnects, alongside location updates to monitor the status of wireless callers. This provides essential information to assist personnel responding to an incident. In addition, a view of a call-based heat map helps PSAP resources understand where the volume of calls is coming from and improve the decision making process.

- Authenticates 9-1-1 calls for Hybrid Enhanced Location information.
- Maps Text-to-9-1-1 calls.
- Displays links to building footprints and Automated External Defibrillator (AED) locations.
- Presents user-supplied profiles in the same interface with mapping and display of landline, VoIP, and wireless 9-1-1 calls.

Vigilant LPR Integration

Motorola Solutions' LPR enables law enforcement agencies to organize and archive data collected from multiple mobile and fixed site LPR deployments. LPR technology has numerous applications including parking enforcement, law enforcement and city surveillance, and security and monitoring. Capabilities of Motorola Solutions' LPR system are as follows:

- Photograph a vehicle and focus on its license plate in moving traffic.
- Raise an alert, show a photo of the vehicle and license plate, and display why it is of interest in response to a match.
- Mine and analyze plate identification data for patterns.

- Map all locations related to a single plate to locate and map vehicle movements. The web interface allows data to be shared across multiple locations and agencies. Create wildcard hotlists with partial license plate numbers, and hotlists that notify assigned investigators of hits without alerting in-car vehicle officers.
- Associate related data from disparate systems to get a full view of an incident or hot-list hit/alarm occurrence via the Correlation Engine. Display nearby video sources based on the LPR hot-list hit/ alarm, sensor alarms, and provided third-party data alerts.
- Enforce parking with digital tire chalking for enforcement of time-limits and residential, university semester, employee, short-term, and shared permits.
- Support law enforcement and city surveillance with live data transmission between vehicles and the back office, and back office data mining and geo-fencing.

AccuWeather Integration

CommandCentral Aware includes integration with AccuWeather. This integration provides customized weather-driven services. Services include site-specific forecasts, severe-weather warnings, historical data, and custom analytics. AccuWeather also provides the following data:

- Location key for your desired location.
- Forecast information for a specific location.
- Current Conditions data for a specific location.
- Daily index values for a specific location. Index availability varies by location.
- Radar and satellite images.

CJIS AND COMPLIANCE

For U.S.-based customers, the CommandCentral infrastructure runs in a CJIS compliant GovCloud. Motorola Solutions operates CommandCentral according to requirements dictated by the CJIS Security Policy document. Motorola Solutions performs periodic internal reviews to ensure the operation of CommandCentral is in compliance for each of the thirteen policy areas established by the CJIS Security Policy.

All Motorola Solutions employees with administrative access to the CommandCentral system must complete CJIS Security and Awareness training and complete a fingerprint-based background check. User activities are logged for auditing purposes.

All Motorola Solutions CommandCentral SaaS offerings are deployed in Microsoft Azure. These cloud service providers (CSPs) offer a secure infrastructure to build our applications. All Azure customers leverage a data center and network architecture that meets the requirements of the most security-sensitive organizations.

When it comes to meeting compliance requirements, Azure provide their customers with an infrastructure which already complies with many assurance programs. Systems built on top of the cloud infrastructure of these CSPs will receive immediate benefit for compliance requirements that affect infrastructure, physical security, or other areas that CSP bears responsibility for.

APX NEXT STARTER PACKAGE FOR COMMANDCENTRAL AWARE

APX NEXT STARTER PACKAGE

Motorola Solutions' APX NEXT Starter Package for CommandCentral Aware provides a host of mapping and location capabilities. CommandCentral Aware combines disparate systems and data into an accessible interface. This single interface offers command centers a complete operating picture to support field personnel in real time. CommandCentral Aware unifies data from mapping, correlated event monitoring, analytics, and communications. This unified interface streamlines public safety workflows and viewpoints, enabling users to access and act on critical information.

The APX Next Starter Package includes three named users for one year.

APX NEXT SmartLocate

The APX NEXT SmartLocate feature provides dispatchers with accurate location data over a broadband network. This location data, combined with CommandCentral Aware functionality, enables better tracking of field personnel and improved situational awareness. SmartLocate quickly sends GPS coordinate updates and location information from the field to dispatchers, providing a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and allocate resources in the most efficient way possible. Broadband connectivity increases the frequency of location reporting beyond the capability of an LMR system. This improves location accuracy and enables more users to be tracked. The CommandCentral Aware tool set features many location triggers, including time, distance, push-to-talk (PTT), emergency, and accelerated cadence during emergency.

ViQi Alert Integration

Maintaining situational awareness and first responder safety through natural operation is integral to the APX NEXT radio. This outcome is achieved through ViQi™ Virtual Partner—a cloud-based service that provides vital public safety information via voice. Users can activate ViQi with a single button press and simple audio prompt. Using natural language, personnel can run a license plate or driver's license and search for vehicles with matching vehicle identification numbers. This action happens straight from the field without disruption. The CommandCentral Aware ViQi integration provides visual context for these alerts to further improve field response.

Geographic Information System (GIS) Data Set

CommandCentral Aware integrates with hosted GIS data sets from Esri ArcGIS Server or ArcGIS online. The geospatial information contained within these data sets are core to the intelligent map display. This enhances workflow details driven by geography and the metadata contained within these data sets.

Esri's powerful geospatial engine within CommandCentral Aware is used to automatically invoke spatial queries. These queries inform the user of nearby items, refine geographic boundaries and focus attention on location to orientate those responding. This geospatial processing enables intelligence-driven analysis and focuses on the concentrated area of concern.

Data sets can be used in the following ways:

- Refine displayed data based on the geographic area defined per user (by Area, Beat, Sector, Precinct, Zone, or Quadrant).
- Determine road blockages caused by traffic jams, flooded roadways, or other obstacles.

AccuWeather

The starter package includes integration with AccuWeather to provide customized weather-driven services, including site-specific forecasts, severe-weather warnings, historical data, and custom analytics. AccuWeather provides the following:

- Location key for your desired location.
- Forecast information for a specific location.
- Current Conditions data for a specific location.
- Daily index values for a specific location. Index availability varies by location.
- Radar and satellite images.

APX NEXT RADIO SOLUTIONS

Overview

APX NEXT is Motorola Solutions' next-generation P25 platform purpose-built for first responders to access and act on information while maintaining focus in critical situations. Across all aspects of the radio experience—deployment, operation, maintenance, and evolution—APX NEXT brings critical advancements to usability and performance. Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT extends future-ready performance, applications, and full interoperability to the field and control room to transform accurate data into smarter action.

Key benefits of the APX NEXT include the following:

- **SmartTouch Experience** – Easier operation centered around a redefined 3.6" impact resistant touch display and shallow menu hierarchy. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps users find the information they need without pause or distraction.
- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables for reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved by Motorola Solutions' APX platform radios.
- **Easy Fleet Management** – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.
- **Secure Communications** – Hardened End-to-End security allows only authorized units in the system to listen to transmissions. Real-time security provides seamless protection from the device and data in transit to the cloud and the LMR system

Evolving with Applications Services

APX NEXT Application Services enhance device capabilities and improve user experience. These applications are subscription-based offerings for easier optimization and scaling to meet evolving needs.

SmartConnect

First responders need to know that they are covered and supported with critical intelligence no matter where the mission takes them. The SmartConnect application keeps users connected and maintains critical LMR features through a broadband connection by extending Land Mobile Radio (LMR) networks for voice and data coverage outside normal LMR service areas. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable PTT communications as radio users roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets to ensure that end users continue to have access to the critical features they need in emergency situations.

SmartMessaging

The SmartMessaging application allows APX NEXT users to seamlessly and discreetly share multimedia communications over a Broadband connection, offloading traffic from mission-critical LMR networks while

enhancing public safety capabilities. From the APX NEXT home screen, users can send more detailed multimedia messages, with image, video, or audio file attachments, to enhance situational awareness and improve response success. An enhanced search and history functionality is available for users to easily access previous messages by name, content, and time range, helping them find specific information when needed.

SmartLocate

The SmartLocate application provides dispatchers with accurate location data over a broadband network, enabling better tracking of field personnel and improved situational awareness. By using the broadband network and CommandCentral Aware integration, SmartLocate can quickly send GPS coordinate updates and location information from the field to dispatchers to create a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and efficiently dispatch available units with confidence that resources are allocated where necessary. Access to CommandCentral Aware is not included with a SmartLocate subscription.

SmartProgramming

Leveraging DMS and RadioCentral provisioning capabilities, the SmartProgramming application allows APX NEXT radios to be updated anywhere within an agency's local LTE network coverage area. APX NEXT devices no longer need to be tied to a computer via USB cable, limited to WiFi network coverage, or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX NEXT device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral devices in minutes.

SmartMapping

The SmartMapping application provides precise and accessible location information for field users on APX NEXT's modernized map interface, improving situational awareness and informing response. Users can see their own location and the location/status of other officers at a glance and immediately tap to communicate with these personnel. SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT radio's home screen to best support users wherever the mission takes them.

Interoffice Memo

Date: August 29, 2023

To: John Urbanski, Public Works Director

From: Jimmy Quinn, Facilities Superintendent

Subject: Police Department Shooting Range Cleaning Contract (Year 2 of 3)

Presented for Committee of the Whole and Village Board for consideration and possible action.

Description:
Public Works is recommending awarding a service contract renewal to Best Technology Systems of Plainfield, Illinois for the annual cleaning, maintenance and disposal of hazardous waste associated with the operation of the Police Department Shooting Range with the option of two (2) – one (1) year renewals. This will be year two (2) out of the possible three (3) year service contract renewal. In general, the scope of services include:

1. Visual inspection of bullet traps for wear and damage.
2. Remove spent bullets and HEPA vacuum bullet trap and surround area.
3. Provide proper containers for any hazardous material generated from the site.
4. Inspect, supply and install the proper filters for the facility.
5. Provide proper removal and disposal for hazardous materials from site/facility.

Background:
Per EPA and other governing bodies' requirements, Public Works is tasked with proper cleaning and lead removal of the Shooting Range. Staff has researched the described scope and found that their services meet our requirements.

The Village has contracted with Best Technology Systems for the past 13 years and found them to perform all contracted services satisfactorily.

Budget / Finance:
Funding is budgeted and available in the approved FY24 Budget; Municipal Buildings Fund. (01-26-025-72779)

Budget Available	$27,325
Contract Amount	$18,360
Difference – UNDER BUDGET	$8,965

Staff Direction Request:
1. Approve a service contract with Best Technology Systems of Plainfield Illinois for the annual Shooting Range maintenance in the following estimated amount of $18,360.

Tinley Park ILLINOIS
Life Amplified

THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2023-R-106

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BEST TECHNOLOGY SYSTEMS FOR THE POLICE DEPARTMENT SHOOTING RANGE CLEANING IN THE AMOUNT OF $18,360

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

RESOLUTION NO. 2023-R-106

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BEST TECHNOLOGY SYSTEMS FOR THE POLICE DEPARTMENT SHOOTING RANGE CLEANING IN THE AMOUNT OF $18,360

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with Best Technology Systems, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 5th day of September, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 5th day of September, 2023, by the President of the Village of Tinley Park.

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT 1

CONTRACT WITH BEST TECHNOLOGY SYSTEMS FOR THE POLICE DEPARTMENT SHOOTING RANGE CLEANING

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-106, "**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BEST TECHNOLOGY SYSTEMS FOR THE POLICE DEPARTMENT SHOOTING RANGE CLEANING IN THE AMOUNT OF $18,360**," which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 5th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of September, 2023.

_____
VILLAGE CLERK

12024 S. Aero Drive
Plainfield, IL 60585-8796
P 815-254-9554 F 815-254-9558

www.btsranges.com
E-Mail: mail@btsranges.com

MBE Contractor
Asian Minority Owned Business

June 28, 2023

Mr. Terry Lusby Jr
Village of Tinley Park
16250 Oak Park Avenue
Tinley Park, IL 60477

RE: Bullet Trap Maintenance
BTL- 23158 Rev 1

Dear Mr. Lusby Jr:

The following are proposals for work to be performed on the facility's 5 pt., Escalator bullet trap. The services below were quoted to pay the current prevailing wage rates under the Davis-Bacon Act for your county and state. These services are to be completed during the facility's budget fiscal year of June 28, 2023, through April 30, 2024.

Proposal 1 (Bullet Trap Inspection, Basic Clean - Dedicated Visit – 7x)

This proposal is for the maintenance of the bullet trap and cleaning parts of the shooting range. The scope of work is as follows:

- Set up a decontamination unit and regulate the work area.
- Empty collection trays.
- Supply containers and package the spent lead projectiles for recycling.
- Recycle spent lead projectiles.
- Visually inspect bullet trap components for wear/damage, compare with manufacturer's specifications, and inform the owner of any visual defects.
- Replace and/or tighten any loose or missing nuts and bolts on the accessible exterior parts of the bullet trap.
- HEPA vacuum the accessible backside surfaces of the over-trap.
- HEPA vacuum the front of the bullet trap.
- HEPA vacuum-accessible floor areas underneath the bullet trap.
- Wet-wipe shooters booths and all horizontal and vertical surfaces in the ready area from the firing line to the back wall and from the bottom of the safety ceiling to the floor.
- HEPA vacuum the shooting range floor.
- HEPA vacuum the first 200 sq. ft. of the floor outside the entrance to the shooting range.
- Properly package and label in UN-DOT-approved containers all cleaning supplies and personal protective equipment as lead-contaminated hazardous waste created by this project for proper disposal by the owner.
- BTS expects to generate 1 – 55-gallon drum of lead-contaminated hazardous waste created by this proposal.
- If an additional drum or drums are required, a change order will be needed for the disposal of the extra waste.
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 1 for 1 visit will be: $1,100.00
The total cost for Proposal 1 for 7 visits will be: $7,700.00

Proposal 1 pricing is quoted to be completed on a dedicated visit and at both parties' scheduling availability.

The range will be closed for 1 day to complete the work.

Mr. Lusby Jr
BTL 23158 Rev 1
June 28, 2023
Page Two

Proposal 2 (Supply and Install Pre-Filters - In Conjunction Visit – 3x)

This Proposal is for BTS to remove, package, supply, and install the range ventilation pre-filters. The scope of work is as follows:

- Remove and package 15 used 20x25x2 pre-filters and 4 used 24x24x2 pre-filters.
- HEPA vacuum the accessible filter tracks and floor areas under the pre-filters only.
- Supply and install 15 new 20x25x2 pre-filters and 4 new 24x24x2 pre-filters.
- Properly package and label in UN-DOT-approved containers all range ventilation pre-filters, cleaning supplies, and personal protective equipment as lead-contaminated hazardous waste created by this project for proper disposal by the owner.
- BTS expects to generate 1 Gaylord box of lead-contaminated hazardous waste from this proposal.
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 2 for 1 visit will be: $530.00
The total cost for Proposal 2 for 3 visits will be: $1,590.00

Proposal 2 pricing is only valid if completed in conjunction with Proposal 1.

The range will be closed for 1 day for the work to be completed in conjunction with Proposal 1.

Proposal 3 (Supply and Install Intermediate Filters - In Conjunction Visit – 2x)

This Proposal is for BTS to remove, package, supply, and install the range ventilation Intermediate filters. The scope of work is as follows:

- Remove and package 6 used 24x24x12 intermediate filters and 4 used 24x24x4 pre-filters.
- HEPA vacuum the accessible filter tracks and floor areas under the intermediate filters only.
- Supply and install 6 new 24x24x12 intermediate filters and 4 new 24x24x4 pre-filters.
- Properly package and label in UN-DOT-approved containers all range ventilation intermediate filters, cleaning supplies, and personal protective equipment as lead-contaminated hazardous waste created by this project for proper disposal by the owner.
- BTS expects to generate ½ a Gaylord box of lead-contaminated hazardous waste from this proposal.
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 3 for 1 visit will be: $1,440.00
The total cost for Proposal 3 for 2 visits will be: $2,880.00

Proposal 3 pricing is only valid if completed in conjunction with Proposal 1.

The range will be closed for 1 day for the work to be completed in conjunction with Proposal 1.

Proposal 4 (Supply and Install HEPA Filters - In Conjunction Visit 1x)

This Proposal is for BTS to remove, package, supply, and install the range ventilation HEPA filters. The scope of work is as follows:

- Remove and package 10 used 24x24x12 HEPA filters.
- HEPA vacuum the accessible filter tracks and floor areas under the HEPA filters only.
- Supply and install 10 new 24x24x12 HEPA filters.
- Properly package and label in UN-DOT-approved containers all filters, cleaning supplies, and personal protective equipment as lead-contaminated hazardous waste created by this project for proper disposal by the owner.
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 4 will be: $3,850.00

Proposal 4 pricing is only valid if completed in conjunction with Proposal 1.

The range will be closed for 1 day for the work to be completed in conjunction with Proposal 1.

Proposal 5 (Supply and Install 3 Upper Impact and 3 Over Trap Plates – In Conjunction)

This proposal is to remove and replace 6 damaged plates on the bullet trap that are warped and need replacing for safety purposes. This work includes the re-engineering of the impact and over trap plates because the original bullet trap manufacturer no longer produces this product. The scope of work is as follows:

- Disassemble the bullet trap as needed to remove the damaged plates
- Remove, clean, and dispose of 3 damaged upper impact plates as a recyclable metal.
- Remove, clean, and dispose of 3 damaged over-trap plates as a recyclable metal.
- Re-engineer the 6 impact plates with a local metal fabricator. (2 days to manufacture)
- Supply and install 3 new upper impact plates that match the original plates.
- Supply and install 3 new over-trap plates that match the original plates.
- The original manufacturer no longer makes the plates and will not supply new ones because of the age of the bullet trap. InVeris recommended this solution.
- Supply and install new hardware that can not be reused for installation.
- HEPA vacuum and clean the over trap.
- HEPA vacuum under the bullet trap.
- HEPA vacuum the range floor.
- Properly package and label in UN-DOT approve containers all cleaning supplies and personal protective equipment as lead-contaminated hazardous waste created by this proposal for proper disposal by the owner.
- Conduct work in accordance with the attached specification.

The total cost for Proposal 5 will be: $21,250.00

The range will be closed for 3 additional days for this work to be completed.

Proposal 6 (Disposal of Hazardous Waste - 55 Gallon Drum)

This proposal is for the hauling and disposal of lead-contaminated hazardous waste created by this project.

- The owner will need to store the waste temporarily until our waste transporter picks up the waste for disposal after our last visit at the end of the contract.
- The waste will be disposed of in an EPA-approved landfill with the proper manifesting.
- With the acceptance of this proposal, please provide Best Technology Systems, Inc. with your Federal (USEPA) EPA Identification Number.
- BTS expects to generate one 55-gallon drum of lead-contaminated hazardous waste created from Proposal 1.
- If an additional drum or drums are required, a change order will be needed for the disposal of the extra waste.

The total cost for the disposal will be: $750.00

Proposal 7 (Disposal of Hazardous Waste - Gaylord Box)

This proposal is for the hauling and disposal of lead-contaminated hazardous waste created by this project.

- The owner will need to store the waste temporarily until our waste transporter picks up the waste for disposal after our last visit at the end of the contract.
- The waste will be disposed of in an EPA-approved landfill with the proper manifesting.

Mr. Lusby Jr
BTL 23158 Rev 1
June 28, 2023
Page Four

- With the acceptance of this proposal, please provide Best Technology Systems, Inc. with your Federal (USEPA) EPA Identification Number.
- BTS expects to generate one Gaylord box of lead-contaminated hazardous waste created from Proposals 2, 3, and 4.
- If an additional drum(s) or box(es) are required, a change order will be needed for the disposal of the extra waste.

The total cost for the disposal of one Gaylord box will be: $1,590.00

The total cost for proposals 1-7 will be: $39,610.00

With these proposals, you will receive the following:

1. Lead licensed supervisor and workers.
2. Both EPA and OSHA guidelines will be implemented.
3. Site-specific OSHA compliance plan for range maintenance and waste management.
4. OSHA air monitoring will be analyzed by a third-party laboratory.
5. BTS carries commercial general liability insurance of a two-million-dollar limit per occurrence/two-million-dollar aggregate limit and a two-million-dollar umbrella policy. If a higher amount is requested, the cost increase will be billed to the client.
6. BTS and our subcontractors carry a one-million-dollar workman's compensation insurance policy. This does not include subrogation. Subrogation can be added at an additional cost.
7. A final documentation package will be sent once BTS receives air sampling and final payment. (Allow 2 or 3 months).
8. Contractor has over twenty-four years servicing bullet traps and shooting ranges.
9. Contractor is a factory-authorized service and parts distributor for InVeris Training Solutions, Inc.

If any parts or equipment are quoted in this proposal, please note that there will be a 60–90-day minimum lead time, after we receive the signed acceptance/purchase order, to receive the parts from the manufacturer.

This quotation is null and void, if not accepted, in writing, and received by Best Technology Systems, Inc. within 180 days of the proposal date and services rendered by April 30, 2024. Any modifications to this contract must be completed in writing and signed by both parties. Failure to properly modify will be considered a breach of contract.

Payment is due within 30 days of the date of the invoice. Late payments will be subject to a fee of 1 ½% per month. The client shall be liable for attorney and other costs incurred to collect our fees.

If you choose to pay for this service with a credit card, a 3% processing fee will be added to the final invoice.

If you have any questions or comments, please feel free to call me.

Please sign and fax back the attached specification sheet to us at (815) 254-9558 with the proposal(s) of acceptance, or send to Best Technology Systems, Inc. a signed purchase order with the proposal(s) of acceptance.

Regards,

Gary M. Chinn
President

GMC/ng
Attachment

12024 South Aero Drive • Plainfield, Illinois 60585-8796 • P (815) 254-9554 • F (815) 254-9558 • E-Mail: mail@btsranges.com

12024 S. Aero Drive
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MBE Contractor
Asian Minority Owned Business

SPECIFICATIONS

FOR CONDUCTING CLEANING/MAINTENANCE WORK
IN INDOOR FIRING RANGES CONTAMINATED WITH LEAD

1. Contractor shall have established programs and if requested, shall submit prior to the start of work a copy of the following OSHA required, and other items:

   - Respiratory Protection Program endorsed by a Certified Industrial Hygienist
   - Medical Surveillance Program
   - Evidence of medical examinations for all workers, including a physician's statement indicating the employee is fit to conduct this type of work
   - Certificates of worker training
   - Reference list demonstrating at least 10 previous projects of similar scope and a minimum of five years of experience in this type of work.

2. Contractor is responsible for complying with the following regulations that govern shooting ranges:

   29 CFR 1910.1025 — State/Local Regulations that govern shooting ranges
   29 CFR 1910.134 — 40 CFR Parts 261-265

3. Contractor shall provide Customer with commercial/general liability, workmen's compensation and no less than one million dollars in lead pollution liability coverage.

4. Contractor performing repair work, disassembly, re-assembly, alteration, and/or return to service for the bullet trap shall be trained and authorized to perform such work by the original equipment manufacturer.

JOB NAME: Tinley Park Police Dept., IL BTL#: 23158 Rev 1

ACCEPTED: _____ DATE: _____

If multiple proposals, please state which proposal(s) you are accepting.

Proposal 1 Y
Proposal 2 Y
Proposal 3 Y
Proposal 4 Y
Proposal 5 NO
Proposal 6 Y
Proposal 7 Y

Contract Amount - $18,360.0

Federal EPA#:_____ **Tax Exempt #:** _____

Please fax or email a copy of your tax-exempt letter with the expiration date, along with this signed acceptance sheet and/or with your purchase order to:

mail@btsranges.com or FX: 815-254-9558

Village of Tinley Park

SERVICE CONTRACT

POLICE DEPARTMENT SHOOTING RANGE CLEANING

This Contract is by and between the **Village of Tinley Park**, an Illinois Home-Rule Municipal Corporation (the "Village"), and **Best Technology Systems** (the "Contractor"), for the Project or Work described in Exhibit A**,** attached hereto and made a part hereof.

1. In consideration of the compensation stated in Paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as "Exhibit A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all Work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Eighteen Thousand Three Hundred Sixty Dollars and 00 Cents** (**$18,360.00**). Within thirty (30) calendar days of completion of the Work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the Work performed no later than thirty (30) calendar days from the date of the Village's receipt and the Village's approval of the Work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all Subcontractors and material suppliers utilized on the project and (ii) Final Waivers of Lien from the Contractor, all Subcontractors and all material suppliers.

3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra Work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial Scope of the Project.

4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in Paragraph 2 of this Contract to more than $10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or Work. If a requested change causes an increase or decrease in the cost of or time required for the performance of the Contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.

5. Time is of the essence on this Contract. The Contractor shall complete all Work under this Contract on or before the dates specified in the Contract, unless otherwise agreed upon by the Village Engineer.

6. No "Notice to Proceed" may be given nor any Work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent Contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a Work product as described herein. The term "Subcontractor" shall mean and include only those hired by and having a direct Contract with Contractor for performance of Work on the Project. The Village shall have no responsibility to any Subcontractor employed by a Contractor for performance of Work on the Project, and all Subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal Agencies. Every Subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their Work. The Contractor shall be fully responsible to the Village for the acts and omissions of its Subcontractors, and shall ensure that any Subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any Subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.

9. The Contractor assumes full responsibility for the Work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its Work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as "Exhibit B".

10. The Village is exempt from payment of State and Local sales and use of taxes on labor and materials incorporated into the Project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this Contract.

11. The Contractor shall comply with all applicable Federal, State, and Local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.

12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease Work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

14. This Contract may only be amended by written instrument approved and executed by the parties.

15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.

16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.

17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook and/or Will County, Illinois.

18. Contractor, its employees, associates or Subcontractors shall perform all the Work hereunder. Contractor agrees that all of its associates, employees, or Subcontractors who Work on this Project shall be fully qualified and competent to do the Work described hereunder. Contractor shall undertake the Work and complete it in a timely manner.

19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the Work to be performed under this Contract is covered by said Act.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Affidavit of Compliance:

Contractor and all Subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all Subcontractors who will perform Work on the project. All Subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all Subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned _____, as _____ and on behalf
(Name) (Title)

of _____ having been duly sworn under oath certifies that:
(Contractor)

Business Organization:

The form of business organization of the Contractor is (check one):

____ Sole Proprietor or Partnership ____ LLC

____ Corporation ____ Independent Contractor (Individual)

If Contractor/Subcontractor is a corporation, indicate the state and the date of incorporation:

_____

Authorized to do business in the State of Illinois: Yes [ ] No [ ]

Describe supporting documentation attached: _____

Federal Employer I.D. #: _____

Social Security # (if an individual or sole proprietor): _____

Registered with Illinois Department of Revenue: Yes [ ] No [ ]

Describe supporting documentation attached (if "No," explain): _____

Registered with Illinois Department of Employment Security: Yes [ ] No [ ]

Describe supporting documentation attached (if "No," explain): _____

Tax Liens or Tax Delinquencies:

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor of any officers of the contractor in the last five (5) years: Yes [ ] No [ ]

"No" means "not applicable". If "yes", describe lien/delinquencies and resolution:

_____

_____

_____

Equal Opportunity Employer Compliance:

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions): Yes [ ] No [ ]

Employee Classification:

Contractor's employees who will perform Work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B): N/A [ ] Yes [ ] No [ ]

Professional or Trade Licenses:

Contractor will possess all applicable professional and trade licenses required for performing the Contract Work: Yes [ ] No [ ]

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

_____

_____

_____

Documentation Attached (Contractor must initial next to each item):

_____ Form A: Name and address of Subcontractors from whom Contractor has accepted a bid or intends to hire to perform Work on any part of the project.

NOTE: All Subcontractors shall complete and submit an Affidavit of Compliance no later than the date the Subcontractor commences Work on the project.

_____ Form B: List of individuals who will perform Work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

_____ Form C: Additional Information (if required)

_____ Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)

_____ Illinois Department of Revenue registration

_____ Illinois Department of Employment Security registration

_____ Standards of Apprenticeship/Apprentice Agreements

_____ Substance Abuse Prevention program (or applicable provision from CBA in effect)

_____ Written Safety Policy Statement signed by company representative

_____ OSHA cards evidencing 10-hour or greater safety program completed, if requested

_____ Workers' Compensation Coverage

_____ Professional or Trade Licenses

Eligibility to Contract:

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

_____ _____
Name of Contractor (please print) Submitted by (signature)

_____
Title

Certificate of Compliance with Illinois Human Rights Act:

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

_____ _____
Name of Contractor (please print) Submitted by (signature)

_____
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act:

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free Workplace for all employees engaged in the performance of the Work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

_____ _____
Name of Contractor (please print) Submitted by (signature)

_____
Title

Certificate Regarding Sexual Harassment Policy:

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

_____ _____
Name of Contractor (please print) Submitted by (signature)

_____
Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act:

The undersigned hereby certifies that:

A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.

B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635).

(Cross out either A or B depending upon which certification is correct)

_____ _____
Name of Contractor (please print) Submitted by (signature)

_____
Title

Certificate of Compliance with Prevailing Wage Requirements:

The undersigned hereby certifies that:
This contract calls for the construction of a "public Work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the Work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the Contractor/Subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and Subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

_____ _____
Name of Contractor (please print) Submitted by (signature)

_____
Title

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance:

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2022-O-032.

_____ _____
Name of Contractor (please print) Submitted by (signature)

_____
Title

[***Signature Page to Follow***]

CONTRACTOR

BY: _____ _____
Name Date

_____
Printed Name

_____
Title

VILLAGE OF TINLEY PARK

BY: _____ _____
Michael W. Glotz, Village President Date
(required if Contract is $20,000 or more)

ATTEST

BY: _____ _____
Village Clerk Date
(required if Contract is $20,000 or more)

VILLAGE OF TINLEY PARK

BY: _____ _____
Village Manager Date

EXHIBIT A:

SCOPE OF SERVICES

The proposed Work consists of the annual cleaning and maintenance of the Police Department Shooting Range consisting of removal of hazardous materials, inspection of bullet traps, removal of spent bullets, inspection and installation of proper filters and providing proper containers for hazardous material generated from the site.

EXHIBIT B:

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

(To be provided by Contractor prior to Award of Contract)

FORM A:

Subcontractors, if any, who will Perform Work on this Project.

Name	Address	Work to be Performed

FORM B:

Individuals who will perform Work on the project.

List all individuals who will perform Work on this project with the following information:

Individual is an employee (E) or Independent Contractor (I);
Individual's trade classification (indicate apprenticeship status where appropriate);
Employee (E) is covered under Contractor's current workers' compensation (WC) policy;
Employee's (E) county of residence.

Name	E/I	Trade	WC - Y/N	County of residence

FORM C:

Additional Information Required:
If this is to be the first Contract with the Village, Contractor shall complete items I and/or II below:

Item I: List of at least last three (3) awarded projects on similar public construction projects.

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final price	Subcontractors

Item II:

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

McNeil and Company Inc.
In CA dba McNeil & Company Insurance Services Lic# 0B67313
13841 Southwest Highway
Orland Park IL 60462

CONTACT NAME: Colleen Clark
PHONE (A/C, No, Ext): 607-428-2175 FAX (A/C, No): 607-756-5051
E-MAIL ADDRESS: cclark@mcneilandcompany.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Syndicates	37540
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Best Technology Systems, Inc.
12024 South Aero Drive
Plainfield IL 60585

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractors Pollution Liability [X] Incl. Lead Ops GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	ENC 0007619-02	07/01/23	07/01/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Claim-Lead	$ 3,000,000 $ 50,000 $ 5,000 $ 3,000,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	ENX 0007620-02 CGL/CPL/PL OH Stop Gap Liability	07/01/23	07/01/24	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Contractors Professional Liability- E&O Coverage-Claims Made Form			ENC 0007619-02	07/01/23	07/01/24	Per Occurrence Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: SHOOTING RANGE

MEMBER, ITS OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSUREDS UNDER THE GENERAL LIABILITY POLICY. THE GENERAL LIABILITY POLICY IS ON A PRIMARY AND NON-CONTRIBUTORY BASIS. A WAIVER OF SUBROGATION IS INCLUDED UNDER THE GENERAL LIABILITY POLICY.
30 DAY NOTICE OF CANCELLATION

CERTIFICATE HOLDER

Tinley Park Police Department
17375 69TH Avenue
Tinley Park, IL 60477

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary E. Mcshal

RAFFLE LICENSE APPLICATION

Village of Tinley Park ILLINOIS

Date: 8/18/2023

1. Organization name: St George School
2. Organization address: 6700 176th St. Tinley Park, IL 60477
3. Mailing address if different from above:

RECEIVED AUG 18 2023 4:34 VILLAGE OF TINLEY PARK

4. Check type of not-for-profit organization *(must be in existence for a period of five years and attached documentary evidence)*:

   ■ Religious ☐ Charitable ☐ Labor ☐ Fraternal

   ☐ Educational ☐ Veterans ☐ Business

5. How long has the organization been in existence: 74 years
6. Place and date of incorporation: Tinley Park
7. Number of members in good standing: All
8. President/chairperson: Joe Partacz

   Address: [redacted]

   Phone: [redacted] Email: [redacted]

9. Raffle manager: Jennifer Pierson

   Address: [redacted]

   Phone: [redacted] Email: [redacted]

10. Designated member(s) responsible for conduct and operation of raffle (attached additional sheets if necessary):

    Name:

    Address: Phone:

    Name:

    Address: Phone:

11. License delivery option (check all that apply):

    ■ By regular U.S. mail to the organization mailing address

    ☐ By electronic mail, please provide email address:

12. Date(s) for raffle ticket sales (include days of the week): 11/21/2023-3/23/2024

13. Location of ticket sales: St. George Church and school -

14. Name and address of location for determining winners:
St. George School - 6700 176th St. Tinley Park, IL 60477

15. Date(s) for determining winners (include days of the week):
Saturday March 23rd 2024

16. Total retail value of all prizes (maximum prize amount $250,000): $ 19,500

17. Maximum retail value of each prize: $ 10,000

18. Maximum price charged of each ticket (chance) sold: $ 20.00

19. Is this a queen of hearts raffle? ■ No ☐ Yes

20. § 132.38 Fidelity Bond Required

All operations of and the conduct of raffles as provided for in this subchapter shall be under the supervision of a single manager designated by the organization. Such manager shall give a Fidelity bond in the sum of $165,000 or two times the aggregate value of prizes, whichever is less, in favor of the licensee conditioned upon his honesty in the performance of his duties. The bond shall provide that notice shall be given in writing to the Village of Tinley Park not less than thirty (30) days prior to cancellation. Bonds as provided for in this section may be waived provided the license issued for such raffle shall contain a waiver provision and shall be approved only by unanimous vote of the members of the licensed organization.

☐ Fidelity bond ■ Waiver of bond statement by organization

"The undersigned attest that the above-named organization is an organized not-for-profit under the law of the State of Illinois and has been continuously in existence for five (5) years, preceding date of this application, and that during this entire five (5) year period preceding date of application, it has maintained a bona fide membership actively engaged in carrying out its objectives. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."

Name of Organization: St. George School Board

Executive Director: _____

TO BE COMPLETED BY VILLAGE STAFF

Date Received: _____ **Date Approved:** _____

Date Expires: _____ **Date Denied:** _____

Approval: _____
Village Clerk

APPROVED APPLICATION SERVES AS LICENSE

RAFFLE LICENSE APPLICATION

Village of Tinley Park ILLINOIS

Date: 8/30/23

1. Organization name: ~~Embrace~~ One Heart: Embrace Special Needs
2. Organization address: 2909 Hillard St. Valparaiso, Ind.
3. Mailing address if different from above:

   _____

4. Check type of not-for-profit organization *(must be in existence for a period of five years and attached documentary evidence):*

   ☐ Religious ☑ Charitable ☐ Labor ☐ Fraternal

   ☐ Educational ☐ Veterans ☐ Business

5. How long has the organization been in existence: 2/21
6. Place and date of incorporation: _____
7. Number of members in good standing: _____
8. President/chairperson: Rosanne Calahan

   Address: [redacted]

   Phone: [redacted] Email: [redacted]

9. Raffle manager: John Calahan

   Address: [redacted]

   Phone [redacted] Email: [redacted]

10. Designated member(s) responsible for conduct and operation of raffle (attached additional sheets if necessary):

    Name: see above John Calahan

    Address: _____ Phone: _____

    Name: _____

    Address: _____ Phone: _____

11. License delivery option (check all that apply):

    ☐ By regular U.S. mail to the organization mailing address

    ☑ By electronic mail, please provide email address: _____

12. Date(s) for raffle ticket sales (include days of the week): 8/17/23

13. Location of ticket sales: Sip & Wine

14. Name and address of location for determining winners: 17424 Oak Park Avenue Tinley Park.

15. Date(s) for determining winners (include days of the week): 9/17/23

16. Total retail value of all prizes (maximum prize amount $250,000): $ $300

17. Maximum retail value of each prize: $ 50

18. Maximum price charged of each ticket (chance) sold: $ 4 tickets for $1

19. Is this a queen of hearts raffle? ☑ No ☐ Yes

20. § 132.38 Fidelity Bond Required

All operations of and the conduct of raffles as provided for in this subchapter shall be under the supervision of a single manager designated by the organization. Such manager shall give a Fidelity bond in the sum of $165,000 or two times the aggregate value of prizes, whichever is less, in favor of the licensee conditioned upon his honesty in the performance of his duties. The bond shall provide that notice shall be given in writing to the Village of Tinley Park not less than thirty (30) days prior to cancellation. Bonds as provided for in this section may be waived provided the license issued for such raffle shall contain a waiver provision and shall be approved only by unanimous vote of the members of the licensed organization.

☐ Fidelity bond ☐ Waiver of bond statement by organization

"The undersigned attest that the above-named organization is an organized not-for-profit under the law of the State of Illinois and has been continuously in existence for five (5) years, preceding date of this application, and that during this entire five (5) year period preceding date of application, it has maintained a bona fide membership actively engaged in carrying out its objectives. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."

Name of Organization: One heart: Embrace Special Needs

Executive Director: Rosanne Calahan

TO BE COMPLETED BY VILLAGE STAFF

Date Received: _____ **Date Approved:** _____

Date Expires: _____ **Date Denied:** _____

Approval: _____

Village Clerk

APPROVED APPLICATION SERVES AS LICENSE

vchlist **Voucher List** **Page: 1**
08/17/2023 2:50:05PM **Village of Tinley Park**

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
81123	8/11/2023	021130 FIDELITY NATIONAL TITLE COMP	081123		PURCH 17309-11-13 OAK PARK; 28·	
					27-00-000-75906	440,244.29
					Total :	**440,244.29**
203459	8/14/2023	005044 ILLINOIS FIRE CHIEFS ASSOC	5543		2023 CFO PROGRAM - TIM O'HAGA	
					01-19-000-72145	3,550.00
					Total :	**3,550.00**
203460	8/18/2023	019604 911 TECH INC	1492		COPFTO ANNUAL SUBSCRIPTION	
				VTP-020212	01-17-220-72655	4,320.00
					Total :	**4,320.00**
203461	8/18/2023	013702 A T & T	4221931804		ACCT#8310011782085 VILL OF TP L	
					01-11-000-72120	149.69
					01-12-000-72120	149.69
					01-14-000-72120	149.69
					01-15-000-72120	149.69
					01-16-000-72120	149.69
					01-17-205-72120	149.69
					01-19-000-72120	149.69
					01-21-000-72120	149.69
					01-26-023-72120	149.69
					01-26-024-72120	149.69
					01-26-025-72120	149.69
					01-33-000-72120	149.69
					01-35-000-72120	149.69
					01-42-000-72120	149.69
					60-00-000-72120	95.75
					63-00-000-72120	10.56
					64-00-000-72120	45.66
					Total :	**2,247.63**
203462	8/18/2023	010955 A T & T LONG DISTANCE	827776689		CORPORATE ID931719 LB TIP LINE	
					01-17-225-72120	83.71
					Total :	**83.71**

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203463	8/18/2023	020617 ADAMS, JILLIAN	090923		FARMER'S MARKET MUSICIAN 9/9/	
					01-35-000-72923	125.00
					Total :	**125.00**
203464	8/18/2023	002734 AIR ONE EQUIPMENT, INC	196652		GLOBE: SUPRALIET 14" STRUCTUI	
					01-19-000-74619	589.00
					Total :	**589.00**
203465	8/18/2023	002668 AMERICAN FAMILY LIFE ASSUR. CO	881785		FY24 CRITICAL INSURANCE BENEI	
				VTP-019955	01-14-000-72435	140.30
					Total :	**140.30**
203466	8/18/2023	014936 AQUAMIST PLUMBING & LAWN	125234		IRRIGATION, INSPECTIONS, REPAI	
				VTP-020173	01-26-025-72790	906.45
			125241		IRRIGATION, INSPECTIONS, REPAI	
				VTP-020173	01-26-025-72790	644.88
			125258		IRRIGATION, INSPECTIONS, REPAI	
				VTP-020173	01-26-025-72790	771.43
			125292		IRRIGATION, INSPECTIONS, REPAI	
				VTP-020173	01-26-025-72790	767.38
			125299		IRRIGATION, INSPECTIONS, REPAI	
				VTP-020173	01-26-025-72790	589.45
			128609		IRRIGATION, INSPECTIONS, REPAI	
				VTP-020173	01-26-025-72790	1,219.65
					Total :	**4,899.24**
203467	8/18/2023	021128 ARCHANGEL DEVICE LLC	WC-95338		GUARDIAN ANGEL MICRO SERIES	
					01-17-220-73600	1,499.70
					Total :	**1,499.70**
203468	8/18/2023	021113 BANNER SOLUTIONS	62921844		LOCKS FOR POLICE DEPT - SCHL/	
					01-26-025-72520	69.97
					Total :	**69.97**
203469	8/18/2023	002974 BETTENHAUSEN CONSTRUCTION SER\	230075		SEMI TRUCK TIME FOR HAULING S	
					01-26-023-72890	318.75
					60-00-000-73681	468.56

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203469	8/18/2023	002974 BETTENHAUSEN CONSTRUCTION SER\	(Continued)			
					63-00-000-73681	52.06
					64-00-000-73681	223.13
			230076		SEMI TRUCK FOR HAULING SWEE	
					01-26-023-72890	225.00
					60-00-000-73681	330.75
					63-00-000-73681	36.75
					64-00-000-73681	157.50
			230077		SEMI TRUCK TIME FOR HAULING S	
					01-26-023-73860	75.00
					63-00-000-73680	10.50
					64-00-000-73860	45.00
					70-00-000-73860	25.00
					60-00-000-73860	94.50
					Total :	**2,062.50**
203470	8/18/2023	003127 BLUE CROSS BLUE SHIELD	IL065LB000001212-0		FY24 MEDICARE SUPPLEMENT BIL	
				VTP-019962	01-14-000-72435	6,563.00
					Total :	**6,563.00**
203471	8/18/2023	019214 BLUE CROSS BLUE SHIELD OF IL	ILLB1212		FY24 MEDICARE SUPPLEMENT BIL	
				VTP-019963	01-14-000-72435	2,757.61
					Total :	**2,757.61**
203472	8/18/2023	012907 BORROWDALE, RUSSELL	072423		REIM: LUNCHES FOR 10 DAY LAW	
					01-17-205-72140	150.00
					Total :	**150.00**
203473	8/18/2023	003396 CASE LOTS INC	19325		MANGO URINAL SCREENS/BOX (A	
					01-26-025-73580	270.00
			19390		JANITORIAL SUPPLIES	
				VTP-020207	01-26-025-73580	906.00
					Total :	**1,176.00**
203474	8/18/2023	003243 CDW GOVERNMENT INC	LC55415		TRIPP 10M DUPLEX LC/LC FIB CAE	
					60-00-000-75812	25.43
					Total :	**25.43**

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203475	8/18/2023	008933 CHICAGO COMMUNICATIONS LLC	344889		RADIOS USED BY EOC FOR RIBFE	
					01-35-000-72923	2,044.00
					Total :	**2,044.00**
203476	8/18/2023	015199 CHICAGO PARTS & SOUND LLC	2J0004346		VERN REPAIR AND REPAD SEAT B(	
					01-17-205-72540	100.00
			3-0056982		OIL FILTER - NEW TAHOES - FIRE I	
					01-19-000-72540	29.76
			3-0057033		PRIME GUARD 5W30 OIL - WATER	
					60-00-000-72540	21.61
					63-00-000-72540	7.20
					64-00-000-72540	12.35
					Total :	**170.92**
203477	8/18/2023	017349 CHICAGO STREET CCDD, LLC	24653		DUMP FEE 7/27/23	
					01-26-023-72890	240.00
			24724		DUMP FEE 8/1 & 8/3/23	
					01-26-023-72890	560.00
					Total :	**800.00**
203478	8/18/2023	021134 CHICAGO TRIBUNE	Ref001439630		UB Refund Cst #00504231	
					60-00-000-20599	18.52
					Total :	**18.52**
203479	8/18/2023	013820 CINTAS CORPORATION	4164303832		MATS - VH	
					01-26-023-72790	268.25
					Total :	**268.25**
203480	8/18/2023	020527 CITY ESCAPE GARDEN & DESIGN	12126		MOWING - JULY 2023	
				VTP-019983	01-26-023-72881	39,293.03
			12149		LANDSCAPE PLANTERS - JUNE 20	
				VTP-020019	01-26-023-72881	10,578.10
					Total :	**49,871.13**
203481	8/18/2023	012057 COMCAST CABLE	8771401810028977		ACCT#8771401810028977 7980 183	
					01-26-025-72517	52.65
					Total :	**52.65**

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203482	8/18/2023	013878 COMED - COMMONWEALTH EDISON	0385181000		ACCT#0385181000 VILLAGE RR 18(	
					01-26-025-72510	2,550.72
			0637059039		ACCT#0637059039 7950 W TIMBER	
					64-00-000-72510	91.13
			4943163008		ACCT#4943163008 7650 TIMBER DI	
					70-00-000-72510	22.16
					Total :	**2,664.01**
203483	8/18/2023	018311 CONNECTION	74282836		VH - IPHONE ACCESSORIES, DEFE	
					01-16-000-74128	184.67
			74287321		PS - DATA CENTER CABLING	
					01-16-000-74128	574.90
			74291983		VH - MAYOR'S PRINTER TONER	
					01-16-000-74128	179.36
			74296393		VH - FINANCE TONER	
					01-16-000-74128	210.48
			74301421		VH-IT LABEL MAKER - BLACK ON V	
					01-16-000-74128	39.64
			74312592		VH- PHONE CHARGER	
					01-16-000-74128	33.36
			74317298		CLERKS - RIBBON CARTRIDGE	
					01-16-000-74128	22.86
					Total :	**1,245.27**
203484	8/18/2023	003635 CROSSMARK PRINTING, INC	91966		BUSINESS CARDS - MICHAEL W G	
					01-12-000-73110	41.95
			92097		PATROL OFFICERS BLANK CARDS	
					01-17-205-72310	144.25
			92098		DRIVER INFORMATION EXCHANGE	
					01-17-205-72310	144.25
			92099		#10 WINDOW ENVELOPE, #10 REG	
					01-17-205-72310	395.00
					Total :	**725.45**
203485	8/18/2023	021133 DALRYMPLE, DALE & PAT	Ref001439628		UB Refund Cst #00467069	
					60-00-000-20599	25.15

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203485	8/18/2023	021133	021133 DALRYMPLE, DALE & PAT	(Continued)		**Total :**	**25.15**
203486	8/18/2023	016307	DAVISSON, ROGER	080923		REIM: SUBPOENAED TO APPEAR I	
						01-17-225-71110	282.70
						Total :	**282.70**
203487	8/18/2023	021039	DENNIS EVERS ENTERPRISES LLC	103F FINAL		ROLLINGSAFETY TOWN W/TRAILE	
					VTP-020100	30-00-000-74629	13,497.50
						Total :	**13,497.50**
203488	8/18/2023	018898	DIBARTOLO, DANTE R	081423		2023 BENCHES ON THE AVENUE A'	
						01-35-000-72923	250.00
						Total :	**250.00**
203489	8/18/2023	020542	DUSOLD, ANNA LEE	093023		FAMILY YOGA 9/30/23	
						01-35-000-72923	50.00
						Total :	**50.00**
203490	8/18/2023	020542	DUSOLD, ANNA LEE	090923		FAMILY YOGA 9/9/23	
						01-35-000-72923	50.00
						Total :	**50.00**
203491	8/18/2023	020542	DUSOLD, ANNA LEE	090223		FAMILY YOGA 9/2/23	
						01-35-000-72923	50.00
						Total :	**50.00**
203492	8/18/2023	004009	EAGLE UNIFORM CO INC	INV-16538		STRYKE PANT DARK NAVY - BLACK	
						01-19-000-73610	239.00
						Total :	**239.00**
203493	8/18/2023	004094	EJ EQUIPMENT INC.	W16168		SEWERJET - RODDER HOSE, LEAK	
						60-00-000-72530	11.04
						63-00-000-72530	3.68
						64-00-000-72530	6.31
						60-00-000-72530	77.70
						63-00-000-72530	25.90
						64-00-000-72530	44.40

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203493	8/18/2023	004094 004094 EJ EQUIPMENT INC.	(Continued)		**Total :**	**169.03**
203494	8/18/2023	011176 ELEMENT GRAPHICS & DESIGN, INC	21300		MISC VEHICLE GRAPHICS - ASST (	
					01-19-000-72540	39.13
			21379		1219 EMERGENCY VEHICLES, TAH	
					01-19-000-72540	622.78
			21413		GRAPHICS NEEDED TO CONVERT	
					01-17-205-72540	77.40
					Total :	**739.31**
203495	8/18/2023	020508 ENTERPRISE FLEET MANAGEMENT	FBN4813125		AUG '23 267N9D, 26SLCS, 26SLGH,	
					30-00-000-96141	400.61
					30-00-000-96142	217.39
					01-17-205-72863	37.73
					30-00-000-96141	389.43
					30-00-000-96142	238.26
					01-17-205-72863	37.73
					30-00-000-96141	391.89
					30-00-000-96142	235.80
					01-17-205-72863	37.73
					30-00-000-96141	394.36
					30-00-000-74220	3,159.00
					30-00-000-96142	233.33
					01-17-205-72863	37.73
					30-00-000-96141	396.97
					30-00-000-96142	242.80
					01-17-205-72863	38.46
					30-00-000-96141	399.48
					30-00-000-96142	240.29
					01-17-205-72863	38.46
					30-00-000-96141	402.00
					30-00-000-74220	3,099.00
					30-00-000-96142	237.77
					01-17-205-72863	38.46
					30-00-000-96141	448.15
					30-00-000-96142	166.24
					01-17-205-72863	42.93

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203495	8/18/2023	020508 ENTERPRISE FLEET MANAGEMENT	(Continued)			
					30-00-000-96141	377.44
					30-00-000-96142	174.58
					01-17-205-72863	31.85
					Total :	**12,185.87**
203496	8/18/2023	020508 ENTERPRISE FLEET MANAGEMENT	FBN4807002		AUG '23 63E, 16S, 1-W, 13, 21S, 29	
					30-00-000-96141	419.73
					30-00-000-96142	207.90
					01-26-024-72863	35.72
					01-26-023-72863	39.97
					01-26-023-72860	4.20
					60-00-000-20201	367.87
					60-00-000-96142	115.41
					60-00-000-72863	43.02
					30-00-000-96142	202.26
					01-26-023-72863	35.72
					60-00-000-20201	502.12
					60-00-000-96142	170.78
					60-00-000-72863	49.28
					30-00-000-96141	376.99
					30-00-000-96142	222.95
					01-26-023-72863	35.73
					30-00-000-96141	378.58
					30-00-000-96142	187.46
					01-26-023-72863	32.43
					60-00-000-20201	368.87
					60-00-000-96142	115.41
					60-00-000-72863	42.03
					30-00-000-96141	445.49
					30-00-000-96142	170.73
					01-12-000-72863	43.09
					01-12-000-72130	10.60
					30-00-000-96141	410.33
					30-00-000-96142	154.59
					30-00-000-96141	421.36

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203496	8/18/2023	020508 020508 ENTERPRISE FLEET MANAGEMENT (Continued)			**Total :**	**5,610.62**
203497	8/18/2023	020508 ENTERPRISE FLEET MANAGEMENT	FBN4787843		JULY '23 63E, 16S, 1-W, 13, 21S, 2	
					60-00-000-20201	367.22
					60-00-000-96142	117.06
					30-00-000-96141	417.03
					30-00-000-96142	210.60
					01-26-024-72863	35.72
					30-00-000-96141	418.72
					30-00-000-96142	204.90
					01-26-023-72863	35.72
					60-00-000-20201	505.48
					60-00-000-96142	173.42
					60-00-000-72863	43.28
					30-00-000-96141	374.55
					30-00-000-96142	225.39
					01-26-023-72863	35.73
					01-26-023-72860	8.40
					30-00-000-96141	376.28
					30-00-000-96142	189.76
					01-26-023-72863	32.43
					60-00-000-72863	42.03
					30-00-000-96141	443.26
					30-00-000-96142	172.96
					01-12-000-72863	43.09
					30-00-000-96141	408.23
					30-00-000-96142	156.69
					01-26-023-72863	39.97
					60-00-000-20201	367.22
					60-00-000-96142	117.06
					60-00-000-72863	42.02
			FBN4793500		JULY '23 ENT FLT MGT 23Z6SC (68(	
					30-00-000-96141	386.55
					30-00-000-96142	209.56
					01-21-000-72863	34.18
					Total :	**6,234.51**

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203498	8/18/2023	020508 ENTERPRISE FLEET MANAGEMENT	FBN4810663		AUGUST '23 ENT FLT 26SLDC	
					30-00-000-96141	211.54
					30-00-000-96142	183.30
					01-26-024-72863	42.17
					30-00-000-96141	435.28
					30-00-000-74232	2,350.00
					30-00-000-96142	275.18
					01-26-024-72863	42.17
					Total :	**3,539.64**
203499	8/18/2023	020508 ENTERPRISE FLEET MANAGEMENT	FBN4817425		ENT FLT MGMNT AUGUST '23 680	
					30-00-000-96141	389.00
					30-00-000-96142	207.11
					01-21-000-72863	34.18
					Total :	**630.29**
203500	8/18/2023	020800 FIRST RESPONDERS WELLNESS	16989		PRE-EMPLOYMENT PERFORMANC	
					01-41-040-72846	585.00
					Total :	**585.00**
203501	8/18/2023	015058 FLEETPRIDE	110456735		LUBE FILTER, SPIN ON FULL FLOW	
					01-26-023-72540	267.28
					Total :	**267.28**
203502	8/18/2023	009126 FLEMING, DAVID	090923		FARMER'S MARKET ENTERTAINER	
					01-35-000-72923	250.00
					Total :	**250.00**
203503	8/18/2023	011611 FOX VALLEY FIRE & SAFETY CO.	IN0002093KL		RADIO INSPECTIONS, INCLUDING	
				VTP-019961	14-00-000-72550	8,161.00
			IN0002094KL		RADIO INSPECTIONS, INCLUDING	
				VTP-019961	14-00-000-72550	9,196.00
			IN00621767		RADIO MAINTENANCE WORKSITE:	
					14-00-000-72800	1,056.28
					Total :	**18,413.28**
203504	8/18/2023	020347 FUN FUN FUN DJS	082923		DJ FOR CRUISE NIGHTS ON 8/29/2	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203504	8/18/2023	020347 FUN FUN FUN DJS	(Continued)			
				VTP-019970	01-35-000-72923	200.00
					Total :	**200.00**
203505	8/18/2023	002877 G. W. BERKHEIMER CO., INC.	7437770		KEY PLEAT MERV8 - POLICE DEPT	
					01-26-025-72520	174.72
					Total :	**174.72**
203506	8/18/2023	020176 GORKA, DAVID	092323		FARMER'S MARKET MUSICIAN 9/23	
					01-35-000-72923	125.00
					Total :	**125.00**
203507	8/18/2023	004438 GRAINGER	9795632364		BLAST MEDIA GLASS BEADS, 35-6(	
					60-00-000-73620	56.86
					63-00-000-73620	56.86
					64-00-000-73620	48.73
					01-26-023-73620	162.45
					01-26-024-73620	81.22
			9800643273		DRY ERASE BOARD MAGNETIC W/	
					01-19-000-73870	82.30
					01-19-000-73585	69.44
					01-19-000-73410	38.45
					Total :	**596.31**
203508	8/18/2023	017574 GRAVES, JEFFREY	071223		PER DIEM J.GRAVES CRIMINAL IN\	
					01-17-220-72140	75.00
					Total :	**75.00**
203509	8/18/2023	020188 GRIFFIN WILLIAMS MCMAHON WALSH	17647		LABOR AND INVESTIGATION 5/1/23	
					01-14-000-72850	5,897.65
					Total :	**5,897.65**
203510	8/18/2023	014428 GRISSOM MIDDLE SCHOOL	081423		2023 BENCHES ON THE AVENUE A'	
					01-35-000-72923	250.00
					Total :	**250.00**
203511	8/18/2023	014491 HANSEN DOOR INC.	11965		DELIVERED SPRINGS FOR STOCK	
					01-26-025-72520	400.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203511	8/18/2023	014491 014491 HANSEN DOOR INC.	(Continued)		**Total :**	**400.00**
203512	8/18/2023	021135 HART, JANESSA	Ref001439631		UB Refund Cst #00517453	
					60-00-000-20599	400.00
					Total :	**400.00**
203513	8/18/2023	018696 HENRY'S HOUSE OF DECORATED	1411		GAME - 1221 - QUILTED JACKETS I	
					01-19-000-73610	315.00
					Total :	**315.00**
203514	8/18/2023	012328 HOMER INDUSTRIES	S201904		DROP CHARGE - CHIPS 8/8/23	
					01-26-023-72890	50.00
					Total :	**50.00**
203515	8/18/2023	001487 HOMEWOOD DISPOSAL SERVICE	8404801		30YD EXCHANGE-HAUL, DUMP CH	
					01-26-023-72890	443.00
			8408668		10YD EXCHANGE-HAUL, DUMP CH	
					60-00-000-72540	125.68
					63-00-000-72540	41.89
					64-00-000-72540	71.83
					01-26-023-72540	239.40
					01-26-024-72540	119.70
			8412087		GARBAGE CAN LINERS FOR SUMM	
					01-35-000-72954	450.00
			8425835		30YD EXCHANGE-HAUL, DUMP CH	
					01-26-023-72890	422.60
					Total :	**1,914.10**
203516	8/18/2023	004896 IMAGING OFFICE SYSTEMS INC.	LAB026851		MIN BILLING EXPUNGEMENTS FOI	
					01-17-205-72345	1,080.00
					Total :	**1,080.00**
203517	8/18/2023	012863 IROQUOIS PAVING CORP.	2302706-01		PMP RESURFACING PROJECT	
				VTP-020042	05-00-000-75405	250,856.99
					Total :	**250,856.99**
203518	8/18/2023	005266 J.M.D. SOX OUTLET, INC.	20230432		WORK CLOTHES/NICHOLAS CARP	
					01-26-023-73610	419.96

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203518	8/18/2023	005266 J.M.D. SOX OUTLET, INC.	(Continued)			
			20230437		WORK CLOTHES/STEVE NEMECEK	
					01-26-023-73610	239.46
			20230442		WORK CLOTHES/STEVE NEMECEK	
					01-26-023-73610	189.93
					Total :	**849.35**
203519	8/18/2023	020177 JACHYMIAK, JEFFREY THOMAS	081223		PERFORMANCE AT AUG 12, 2023 F	
					01-35-000-72923	125.00
					Total :	**125.00**
203520	8/18/2023	011466 JEWEL OSCO	080823		****8778 WORKING BREAKFAST - A	
					01-12-000-72220	33.97
					Total :	**33.97**
203521	8/18/2023	017873 JOHLER DEMOLITION	Ref001439629		UB Refund Cst #00501190	
					60-00-000-20599	600.00
					Total :	**600.00**
203522	8/18/2023	019064 KRESAL, EMMA K	081423		2023 BENCHES ON THE AVENUE A'	
					01-35-000-72923	250.00
					Total :	**250.00**
203523	8/18/2023	020207 LENNY'S GAS N WASH 183RD ST	3809		CAR WASH - VM JULY '23	
					01-12-000-72540	8.00
			3811		CAR WASH - PD JULY '23	
					01-17-205-72540	144.00
			3812		CAR WASH - PW JULY '23	
					60-00-000-72540	4.20
					63-00-000-72540	1.40
					64-00-000-72540	2.40
					01-26-023-72540	8.00
					01-26-024-72540	4.00
					Total :	**172.00**
203524	8/18/2023	014846 LORENCE, BRUCE	090123		SEPTEMBER '23 OPA TRAIN STATIC	
					01-26-025-72530	30.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203524	8/18/2023	014846 014846 LORENCE, BRUCE	(Continued)		**Total :**	**30.00**
203525	8/18/2023	021137 LYSOUVAKON, PETE	Ref001439639		UB Refund Cst #00467714,rfnd dupli	
					60-00-000-20599	1,003.37
					Total :	**1,003.37**
203526	8/18/2023	019023 M & F SERVICES ONE INC	3099		TESTING OF BACKFLOW DEVICES	
					01-26-025-72790	1,370.00
					Total :	**1,370.00**
203527	8/18/2023	013969 MAP AUTOMOTIVE OF CHICAGO	40-726346		CORE CREDIT - DELCO BATTERY -	
					01-17-205-72540	-36.00
			40-726696		BRAKE PAD - WATER UNIT #51	
					60-00-000-72540	35.53
					63-00-000-72540	11.84
					64-00-000-72540	20.30
			40-727475		ELMNT ASY - POLICE STOCK	
					01-17-205-72540	411.48
					Total :	**443.15**
203528	8/18/2023	020892 MARQUEZ, ANGELA	081423		2023 BENCHES ON THE AVENUE A'	
					01-35-000-72923	250.00
					Total :	**250.00**
203529	8/18/2023	005765 MARTIN WHALEN O.S. INC.	IN4549334		CONTRACT INVOICE #19681-01 6/2	
					01-16-000-72756	19,500.00
					Total :	**19,500.00**
203530	8/18/2023	020322 MASTER AUTO SUPPLY	15030-133684		BRAKE LINE - POLICE #9K	
					01-17-205-72540	86.67
			15030-133780		BRAKE LINE, GOLDINFLRNUT, FLA	
					01-17-205-72540	63.48
			15030-134039		CTRL ARM W/BALL JNT - POLICE 2	
					01-17-205-72540	290.10
					Total :	**440.25**
203531	8/18/2023	005645 MEADE ELECTRIC COMPANY INC.	704616		TRAFFIC SIGNAL MAINTENANCE -	
					01-26-024-72775	580.94

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203531	8/18/2023	005645 005645 MEADE ELECTRIC COMPANY INC. (Continued)			**Total :**	**580.94**
203532	8/18/2023	006074 MENARDS	43161		ACCT# 30860257 - RETURN 1000' C	
					60-00-000-75812	-119.00
			43196		ACCT# 30860257 - DIGITAL TIRE IN	
					60-00-000-72530	38.30
					63-00-000-72530	12.77
					64-00-000-72530	21.89
			43225		ACCT# 30860257 - 4" OUSTIDE SN/	
					01-26-023-73840	108.40
			43247		ACCT# 30860257 - 9" DEEPWELL P	
					01-26-023-73870	3.49
			43307		ACCT# 30860257 - 2PK LYSOL TOIL	
					01-26-025-73580	35.92
			43366		ACCT# 30860257 - 4 SLICE TOASTE	
					01-26-025-73870	19.96
			43411		ACCT# 30860257 - 8" WHITE CABLE	
					01-26-025-73410	107.95
					Total :	**229.68**
203533	8/18/2023	020938 MIDWEST MECHANICAL GROUP LLC	MC0000131488		HVAC, VENTILATION AND REFRIGE	
				VTP-020111	01-26-025-72790	933.72
			MC0000131496		HVAC, VENTILATION AND REFRIGE	
				VTP-020111	01-26-025-72790	4,582.68
					Total :	**5,516.40**
203534	8/18/2023	017651 MSC INDUSTRIAL SUPPLY CO.	6359786001		BRAKE CLNR 12.5OZ, AERO KAR T	
					60-00-000-72540	49.12
					63-00-000-72540	16.33
					64-00-000-72540	28.06
					01-26-023-72540	93.56
					01-26-024-72540	46.85
					60-00-000-72540	11.88
					63-00-000-72540	3.95
					64-00-000-72540	6.78
					01-26-023-72540	21.61
					01-26-024-72540	12.29

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203534	8/18/2023	017651	017651 MSC INDUSTRIAL SUPPLY CO. (Continued)			**Total :**	**290.43**
203535	8/18/2023	006130	NATIONAL GUARDIAN LIFE INS CO.	0000000391		FY24 ANCILLARY LIFE INSURANCE	
					VTP-019945	01-14-000-72435	66.07
						Total :	**66.07**
203536	8/18/2023	015723	NICOR	33079168366		ACCT#33079168366 METER#43853	
						64-00-000-72511	51.08
				49924710004		ACCT#49924710004 METER#45817	
						01-26-025-72511	179.07
						Total :	**230.15**
203537	8/18/2023	020410	OLSON, MATTHEW	081423		2023 BENCHES ON THE AVENUE A	
						01-35-000-72923	250.00
						Total :	**250.00**
203538	8/18/2023	018100	OROZCO, JOSEPH	090223		FARMER'S MARKET MUSICIAN 9/2/	
						01-35-000-72923	125.00
						Total :	**125.00**
203539	8/18/2023	013096	PACE SYSTEMS INC	IN00050810		OUTDOOR CAMERA, HANGING MC	
						01-16-000-74128	828.00
						01-16-000-72650	500.00
						Total :	**1,328.00**
203540	8/18/2023	006475	PARK ACE HARDWARE	071023/1		CUST# 891431 - DBL TAPE CLR 10L	
						60-00-000-72528	22.39
						63-00-000-72528	22.39
				071052/1		CUST# 891432 - ACE RAKE FBRGL	
						01-26-023-73410	43.17
				071053/1		CUST# 891431 - BATTERY ALKLINE	
						60-00-000-73840	4.09
						63-00-000-73840	1.36
						64-00-000-73840	2.34
				071063/1		ACCT#9404 - SPLIT RING 1IN, KEY	
						01-19-000-73585	12.95
				071066/1		CUST# 89143 - HOLDER BIT MAGN	
						01-26-025-73840	42.53

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203540	8/18/2023	006475 PARK ACE HARDWARE	(Continued)			
			071068/1		CUST# 891431 - ACE RAKE FBRGL	
					01-26-023-73410	55.17
			071078/1		ACCT#9404 - BWKWHT 12 HCUT C	
					01-19-000-73585	307.71
					01-19-000-73580	891.30
					01-19-000-73870	74.95
			071083/1		CUST# 89143 - TERRO FRUIT FLY T	
					01-26-025-72520	67.11
			071088/1		ACCT#89143 - PACKOUT COMP TLI	
					01-26-024-73410	55.99
			071093/1		ACCT#89143 - ANT & ROACH KILLE	
					01-26-025-72520	42.33
			71047/1		CUST# 891431 - SCRAPR BENT 3"	
					60-00-000-73410	15.61
					63-00-000-73410	1.73
					64-00-000-73410	7.43
			71086/1		ACCT#891432 - HOSE BARB 1/4 X	
					60-00-000-73630	6.94
					63-00-000-73630	0.77
					64-00-000-73630	3.30
					Total :	**1,681.56**
203541	8/18/2023	021127 PIT PAL PRODUCTS	136065		44" X 18" FOLD DOWN TABLE	
					01-17-205-73600	519.98
					Total :	**519.98**
203542	8/18/2023	006499 PITNEY BOWES INC	081423		POSTAGE ON MACHINE METER 4V	
					01-33-300-72110	139.53
					01-41-040-72110	292.74
					01-13-000-72110	5.31
					01-41-046-72110	219.66
					01-17-217-72110	40.02
					01-21-000-72110	1.83
					01-19-020-72110	95.52
					01-35-000-72110	302.88
					01-33-310-72110	15.21

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203542	8/18/2023	006499 PITNEY BOWES INC	(Continued)			
					01-41-056-72110	503.64
					60-00-000-72110	480.87
					64-00-000-72110	206.09
					01-14-000-72110	1,612.16
			8000-9090-1108-5813		ACCT#8000-9090-1108-5813 FINAN(	
					01-17-205-72750	2.29
					Total :	**3,917.75**
203543	8/18/2023	006361 RAY O' HERRON CO INC	2288826		MALE BLACK CARRIER WITHOUT T	
					01-17-220-74618	910.16
					Total :	**910.16**
203544	8/18/2023	017584 RELADYNE	1493816-IN		DXM ALL MAKES 5050, DRUM DEP(	
					60-00-000-73535	102.62
					63-00-000-73535	34.21
					64-00-000-73535	58.64
					01-26-023-73535	195.47
					01-26-024-73535	97.74
					Total :	**488.68**
203545	8/18/2023	006870 RELIABLE FIRE EQUIPMENT	88017		FIRE EXTINGUISHER VEHICLE BR/	
					01-17-220-73550	272.52
					Total :	**272.52**
203546	8/18/2023	006974 RINGHOFER, WILLIAM	APO080323		FY24 BENEFIT REIMBURSEMENT	
				VTP-019964	01-14-000-72435	720.38
					Total :	**720.38**
203547	8/18/2023	016334 RUSH TRUCK CENTERS	3030697409		SHIELD HEAT HEATSHIELD - ORIGI	
				GQG	01-26-023-72540	-142.03
			3033684698		TUBE, AUTO XMSN, ADAPTER - ST	
					01-26-023-72540	264.94
			3033771813		INJECTOR KIT, STREET UNIT 54	
					01-26-023-72540	405.00
					Total :	**527.91**

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203548	8/18/2023	020550 SATHER, JOHN	093030		FARMER'S MARKET MUSICIAN 9/30	
					01-35-000-72923	125.00
					Total :	**125.00**
203549	8/18/2023	011477 SCHULIEN, NICK	081423		2023 BENCHES ON THE AVENUE A'	
					01-35-000-72923	250.00
					Total :	**250.00**
203550	8/18/2023	007442 SEECO CONSULTANTS, INC	19320		PMP CONSTRUCTION MATERIALS	
				VTP-020113	05-00-000-72840	3,358.50
					Total :	**3,358.50**
203551	8/18/2023	007453 SERVICE SANITATION, INC.	8564187		PORTA-POTTIES FOR MIP EVENTS	
				VTP-020005	01-35-000-72923	1,227.00
			8564188		PORTA-POTTIES FOR MIP EVENTS	
				VTP-020005	01-35-000-72923	1,227.00
			8564200		PORTABLE TOILETS FOR FARMER	
					01-35-000-72923	369.00
			8599911		PORTA-POTTIES FOR MIP EVENTS	
				VTP-020005	01-35-000-72923	21.43
					Total :	**2,844.43**
203552	8/18/2023	007109 SIRCHIE	0599412-IN		INVESTIGATION SUPPLIES	
				VTP-020127	01-17-225-73550	870.05
			0603920-IN		INVESTIGATION SUPPLIES	
				VTP-020127	01-17-225-73550	455.27
					Total :	**1,325.32**
203553	8/18/2023	007393 SOUND SONIC INC	080723		BINGO HOST FOR SENIORS 8/7/23	
					01-41-056-72937	175.00
					Total :	**175.00**
203554	8/18/2023	013060 STANDARD INDUSTRIAL &	57631		HOT WATER PRESSURE WASHER	
				VTP-019468	01-26-023-73410	2,722.50
				VTP-019468	01-26-024-73410	2,722.50
				VTP-019468	01-26-025-72520	2,722.50
				VTP-019468	60-00-000-72520	952.87

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203554	8/18/2023	013060 STANDARD INDUSTRIAL &	(Continued)			
				VTP-019468	63-00-000-72520	952.87
				VTP-019468	64-00-000-72520	816.76
					Total :	**10,890.00**
203555	8/18/2023	012238 STAPLES BUSINESS ADVANTAGE	3544467959		FOLDER CLASS 2 DIV LTR RED, DU	
					01-17-205-73110	367.27
			3544467960		ICDPX470 DIGITAL VOICE RECORD	
					01-17-205-73110	77.79
			3544467961		FOLDER 1/2 CUT LTR MANILA 250 (	
					01-14-000-73110	200.63
					Total :	**645.69**
203556	8/18/2023	015452 STEINER ELECTRIC COMPANY	S007403221.002		PROGRAMMED START ELECTRON	
					01-26-025-72520	27.24
			S007411134.001		FLUKE PTAK TOOL PAK	
					01-26-025-73410	51.98
			S007411134.002		FLUORESCENT LAMP 40PK	
					01-26-025-72520	227.60
			S007411294.001		BANDSAW BLADE 1PK 14T 35-3/8",	
					01-26-024-73570	133.01
					Total :	**439.83**
203557	8/18/2023	019227 STREET COP TRAINING LLC	INV-103761		ILL CASE LAW THAT ALL COPS NEI	
					01-17-220-72140	199.00
					Total :	**199.00**
203558	8/18/2023	020769 STRYSZAK, ABIGAIL	081023		REIM: OVERPAYMENT FOR HER R	
					01-19-000-72140	150.00
					Total :	**150.00**
203559	8/18/2023	018607 TELCOM INNOVATIONS GROUP, LLC	A60086		LABOR CHARGES FOR BILLABLE F	
					01-26-025-72777	326.25
					Total :	**326.25**
203560	8/18/2023	007777 THOMPSON ELEVATOR INSPECTION	23-1928		ONE INFO REPORT AND 17 ELEVAT	
					01-33-300-72853	646.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203560	8/18/2023	007777 THOMPSON ELEVATOR INSPECTION	(Continued)			
			23-1939		ONE NEW CONSTRUCTION PERMI	
					01-33-300-72853	75.00
					Total :	**721.00**
203561	8/18/2023	007800 TK ELEVATOR CORPORATION	3007389691		ELEVATOR MAINTENANCE - 3 MON	
					01-26-025-72790	942.64
			3007390795		ELEVATOR MAINTENANCE - 3 MON	
					01-26-025-72790	1,340.76
					Total :	**2,283.40**
203562	8/18/2023	014510 TRUGREEN	180875546		LAWN TREATMENT - FIRE HOUSE	
				VTP-019985	01-26-023-72881	70.00
			180882644		LAWN TREATMENT - VETERANS PI	
				VTP-019985	01-26-023-72881	125.00
			180895327		LAWN TREATMENT - DOWNTOWN	
				VTP-019985	01-26-023-72881	125.00
			180916507		LAWN TREATMENT VILLAGE HALL	
				VTP-019985	01-26-023-72881	90.00
			180924726		LAWN TREATMENT 167TH ST PUMI	
				VTP-019985	01-26-023-72881	90.00
			180926355		LAWN TREATMENT - 167TH MEDIA	
				VTP-019985	01-26-023-72881	40.00
			180929314		LAWN TREATMENT - SATERSFORD	
				VTP-019985	01-26-023-72881	90.00
			180958954		LAWN TREATMENT - MEDIANS 161	
				VTP-019985	01-26-023-72881	290.00
			180998404		LAWN TREATMENT - RETENTION A	
				VTP-019985	01-26-023-72881	575.00
					Total :	**1,495.00**
203563	8/18/2023	002165 ULINE, INC	167114428		TRAFFIC SAFETY BATON	
					01-17-220-73600	194.89
					Total :	**194.89**
203564	8/18/2023	008040 UNDERGROUND PIPE & VALVE CO	062127		EMERGENCY PURCHASE - REPAIR	
					60-00-000-73630	2,453.85

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203564	8/18/2023	008040 UNDERGROUND PIPE & VALVE CO	(Continued)			
					63-00-000-73630	272.65
					64-00-000-73630	1,168.50
					Total :	**3,895.00**
203565	8/18/2023	007987 UNITED METHODIST CHURCH	090123		SEPTEMBER '23 PARKING RENTAL	
					70-00-000-72621	1,200.00
					Total :	**1,200.00**
203566	8/18/2023	020918 USABLUEBOOK	INV00091851		FLUORESCENT PINK 20PZ SOLVEN	
					01-26-023-73620	440.73
					Total :	**440.73**
203567	8/18/2023	011416 VERIZON WIRELESS	9941197261		ACCT#242459316-00001 CENTRAL	
					60-00-000-72127	16.49
					63-00-000-72127	16.49
					64-00-000-72127	14.14
			9941946526		ACCT 2804813333-00001 DATA SV(	
					11-00-000-72127	73.61
					01-11-000-72127	144.04
					01-12-000-72127	72.02
					01-13-000-72127	36.01
					01-15-000-72127	36.01
					01-16-000-72127	252.07
					01-17-220-72127	1,620.71
					01-17-205-72127	324.26
					01-19-000-72127	756.64
					01-19-020-72127	108.03
					01-21-210-72127	294.10
					01-26-023-72127	546.17
					01-26-025-72127	144.04
					01-33-000-72127	324.09
					01-35-000-72127	36.01
					60-00-000-72127	272.24
					63-00-000-72127	30.25
					64-00-000-72127	129.63
			9941946527		ACCT 2804813333-00003 CELLULAI	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203567	8/18/2023	011416 VERIZON WIRELESS	(Continued)			
					01-11-000-72120	353.26
					01-12-000-72120	170.20
					01-13-000-72120	89.06
					01-15-000-72120	18.24
					01-16-000-72120	389.99
					01-17-205-72120	5,125.38
					01-19-000-72120	351.24
					01-19-020-72120	212.49
					01-21-000-72120	84.06
					01-21-210-72120	107.61
					01-26-024-72120	143.11
					01-26-025-72120	303.57
					01-33-000-72120	514.36
					60-00-000-72120	461.44
					63-00-000-72120	51.27
					64-00-000-72120	219.74
					01-26-023-72120	1,305.36
					Total :	**15,147.43**
203568	8/18/2023	008085 VERMEER MIDWEST/VERMEER IL	PJ9676		RETURN HUB BSHG 2.25 ORIG INV	
				G	01-26-023-72530	-93.65
			PK7223		SWITCH VIDO1A - STREET UNIT #1	
					01-26-023-72530	321.28
					Total :	**227.63**
203569	8/18/2023	021136 VESOLE REAL ESTATE II LLC	Ref001439632		UB Refund Cst #00520533	
					60-00-000-20599	152.15
					Total :	**152.15**
203570	8/18/2023	021131 VILLAGE OF ROMEOVILLE	2024-00000015		POLICE SPECIAL DETAIL - ILEAS C	
					01-35-000-72923	741.95
			2024-01118015		POLICE ADMINISTRATION FEES FC	
					01-35-000-72923	4.13
					Total :	**746.08**
203571	8/18/2023	010165 WAREHOUSE DIRECT INC	5549553-0		PAPER, BEST VALUE 20LB 92 BRT ·	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203571	8/18/2023	010165 WAREHOUSE DIRECT INC	(Continued)			
					01-14-000-73110	127.64
					Total :	**127.64**
203572	8/18/2023	011055 WARREN OIL CO.	W1582325		N.I., GAS USED 7/22-8/03/23	
					01-17-205-73530	10,424.26
					01-19-000-73530	612.90
					01-19-020-73530	76.73
					60-00-000-73530	1,078.20
					63-00-000-73530	269.55
					64-00-000-73530	577.60
					01-26-023-73530	1,496.36
					01-26-024-73530	709.15
					01-33-300-73530	223.59
					01-12-000-73530	83.68
					01-14-000-73532	153.80
					01-14-000-73531	873.87
					01-42-000-73530	262.95
					01-21-000-73530	1,726.62
			W1582326		DIESEL FUEL USED 7/22-8/03/23	
					01-19-000-73545	2,682.46
					60-00-000-73545	415.92
					63-00-000-73545	103.98
					64-00-000-73545	222.81
					01-26-023-73545	1,690.96
					01-26-024-73545	195.41
					01-42-000-73530	216.36
					Total :	**24,097.16**
203573	8/18/2023	011057 WEX BANK	91140656		ACCT#0496-00-813434-8 GAS USE	
					01-26-025-73530	50.00
					01-26-023-73530	785.55
					Total :	**835.55**
203574	8/18/2023	020217 WEX HEALTH INC	0001786401-IN		FY24 FSA EXPENSES - JULY	
				VTP-019990	01-12-000-72449	172.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203574	8/18/2023	020217 020217 WEX HEALTH INC	(Continued)		**Total :**	**172.00**
203575	8/18/2023	018945 WHITE-MEYER, TROY	060823		REIM: UNMANNED AIRCRAFT GEN	
					01-17-220-72140	175.00
					Total :	**175.00**

118 Vouchers for bank code : apbank **Bank total : 969,129.91**

Bank code : ipmg

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4664	8/15/2023	018837 INSURANCE PROGRAM MANAGERS GR	210731W002		PAYEE-CENTRAL DUPAGE HOSPIT.	
					60-00-000-72542	215.37
					63-00-000-72542	41.02
					64-00-000-72542	109.88
					Total :	**366.27**
4665	8/15/2023	018837 INSURANCE PROGRAM MANAGERS GR	200803W006		PAYEE-PETERSON, JOHNSON & M	
					01-14-000-72542	62.00
					Total :	**62.00**
4666	8/15/2023	018837 INSURANCE PROGRAM MANAGERS GR	210323W028		PAYEE-PETERSON, JOHNSON & M	
					01-14-000-72542	62.00
					Total :	**62.00**
4667	8/15/2023	018837 INSURANCE PROGRAM MANAGERS GR	210421W008		PAYEE-PETERSON JOHNSON & MU	
					01-14-000-72542	418.50
					Total :	**418.50**
4668	8/15/2023	018837 INSURANCE PROGRAM MANAGERS GR	211022W021		PAYEE-PETERSON JOHNSON & MU	
					01-14-000-72542	150.50
					Total :	**150.50**
4669	8/15/2023	018837 INSURANCE PROGRAM MANAGERS GR	210731W002-1		PAYEE-SALT CREEK SURGERY CEI	
					60-00-000-72542	5,957.65
					63-00-000-72542	1,134.79
					64-00-000-72542	3,039.61
					Total :	**10,132.05**

6 Vouchers for bank code : ipmg **Bank total : 11,191.32**

124 Vouchers in this report **Total vouchers : 980,321.23**

Bank code : ipmg

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.

_____Village President

_____Village Clerk

_____Date

vchlist **Voucher List** **Page: 1**
08/25/2023 9:06:39AM **Village of Tinley Park**

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
82823	8/28/2023	004640 HEALTHCARE SERVICE CORPORATION	090123		AUG/SEPT MEDICAL BENEFITS BIL	
				VTP-020225	01-14-000-72430	461,019.16
				VTP-020225	01-14-000-72435	89,168.70
					Total :	**550,187.86**
203576	8/25/2023	020416 ACKERMAN, ROBERT	082323		REIM FOR KEYS MADE FOR EMA G	
					01-21-000-73110	62.80
					Total :	**62.80**
203577	8/25/2023	002734 AIR ONE EQUIPMENT, INC	197100		BUNKER GEAR	
				VTP-020165	01-19-000-74619	10,629.00
					01-19-000-74619	25.00
			197118		BUNKER GEAR FOR NEW EMPLOY	
				VTP-020090	01-19-000-74619	7,086.00
					01-19-000-74619	20.00
					Total :	**17,760.00**
203578	8/25/2023	002856 AIRY'S, INC	27977		EMERGENCY SEWER DIG 17239 6	
					64-00-000-72745	10,177.06
					Total :	**10,177.06**
203579	8/25/2023	002418 AMERICAN LEGION POST NO. 615	081123		MEMORIAL DAY LUNCHEON	
					01-41-050-72220	547.62
					Total :	**547.62**
203580	8/25/2023	002628 AMERICAN WATER	4000264564		AUGUST '23 FLAT MONTHLY FEE	
					64-00-000-73225	455.67
					Total :	**455.67**
203581	8/25/2023	002470 AMPEST EXTERMINATION LLC	6412		TRIP CHARGE - NEIGHBOR REMO	
					01-26-023-72790	95.00
			6428		REMOVAL OF WASP NEST - 16630	
					01-26-023-72790	195.00
			6562		REMOVE HORNETS NEST FROM T	
					01-26-023-72790	195.00
					Total :	**485.00**

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203582	8/25/2023	019050 AN ENGLISH GARDEN LLC	000989		SYMPATHY FLOWERS R.KELLY HU	
					01-14-000-73110	69.00
					Total :	**69.00**
203583	8/25/2023	020156 ARCO MECHANICAL EQUIPMENT SALE	21175		GAS DETECTION CALIBRATION	
					01-19-000-74604	630.00
					Total :	**630.00**
203584	8/25/2023	020986 ARIES CHARTER TRANSPORTATION	99312		ALE TRAIL TROLLEYS 8-30-23	
				VTP-020229	01-35-100-72790	2,800.00
					Total :	**2,800.00**
203585	8/25/2023	018807 BAXTER & WOODMAN INC	0249644		0190816.60 LAGRANGE RD UTILITY	
					26-00-000-75707	1,877.89
					Total :	**1,877.89**
203586	8/25/2023	002923 BLACK DIRT INC.	5455		BLACK DIRT FOR LAWN RESTORA	
				VTP-020161	01-26-023-73680	250.00
					Total :	**250.00**
203587	8/25/2023	021099 BOHRA, ASMA	082223		COLORFUL SMILES - FACE PAINTI	
					01-35-000-72923	240.00
					Total :	**240.00**
203588	8/25/2023	010698 BRADFORD SYSTEMS CORP.	40016-1		SALLY PORT STORAGE	
				VTP-020039	30-00-000-75420	8,920.45
					Total :	**8,920.45**
203589	8/25/2023	014026 CHANDLER SERVICES CORPORATION	29499		ATO 5 - FUSES, OPERATING SUPP	
					01-19-000-72540	417.90
					Total :	**417.90**
203590	8/25/2023	015199 CHICAGO PARTS & SOUND LLC	1CR0065412		SCRAP BATTERY - FIRE DEPT	
					01-19-000-72540	-22.00
			3-0056652		AIR FILTER - UNIT #52 WATER	
					60-00-000-72540	7.65
					63-00-000-72540	2.55
					64-00-000-72540	4.37

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203590	8/25/2023	015199 CHICAGO PARTS & SOUND LLC	(Continued)			
			3-0057032		PRIME GUARD SYN 5W30 DEX - FI	
					01-19-000-72540	58.44
			3-0057136		BAT, CORE - FIRE DEPT	
					01-19-000-72540	233.90
			3-0057141		TRANS FILTER - FIRE DEPT	
					01-19-000-72540	30.59
			3-0057142		OIL FILTER - FIRE DEPT	
					01-19-000-72540	10.93
			3-0057148		FLUIDA/TRANS DE - FIRE DEPT	
					01-19-000-72540	18.84
			3-0057152		DISC BRAKE ROTOR, CERAMIC BF	
					01-19-000-72540	195.71
					Total :	**540.98**
203591	8/25/2023	017349 CHICAGO STREET CCDD, LLC	24750		DUMP FEE 8/8/23	
					01-26-023-72890	80.00
					Total :	**80.00**
203592	8/25/2023	003137 CHRISTOPHER B.BURKE ENGINEERNG	185718		01.R160373.00002 INTERIM VIL EN	
					64-00-000-72840	977.50
			185719		01.R160373.00008 POST 5 LIFT STA	
					61-00-000-72840	425.00
			185720		01.R160373.00028 80TH AVE PED F	
					30-00-000-73830	197.00
			185721		01.R160373.00030 WESTERN PRES	
					26-00-000-75708	7,572.76
			185722		01.R160373.00031 183RD OVERHE	
					20-00-000-75814	2,420.00
			185723		01.R160373.00035 HYDRAULIC MO	
					01-14-000-72790	12,947.00
			185724		01.R160373.00036 POST 13 LIFT ST	
				VTP-020110	61-00-000-75320	3,960.50
			185725		01.R160373.C0029 LAGRANGE RD	
					26-00-000-75708	26,343.50
			185726		01.R160373.D033B 179TH ST WATE	
				VTP-020122	62-00-000-75705	7,212.21

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203592	8/25/2023	003137	003137 CHRISTOPHER B.BURKE ENGINEEI (Continued)			**Total :**	**62,055.47**
203593	8/25/2023	013892	COMED	6771163052		ACCT#6771163052 TRAFFIC SIGNA	
						01-26-024-72510	1,213.35
						Total :	**1,213.35**
203594	8/25/2023	003472	COMED - COMMONWEALTH EDISON	5437131000		ACCT#5437131000 7980 W 183RD S	
						01-26-025-72510	234.65
						Total :	**234.65**
203595	8/25/2023	013878	COMED - COMMONWEALTH EDISON	0385440022		ACCT#0385440022 SS BROOKSIE (	
						64-00-000-72510	444.99
				0421064066		ACCT#0421064066 LAPORTE RD &	
						64-00-000-72510	77.11
				0471006425		ACCT#0471006425 19948 SILVERSI	
						01-26-024-72510	50.64
				2922039023		ACCT#2922039023 9342 PARKWOC	
						01-26-024-72510	18.08
				4803158058		ACCT#4803158058 RIDGEFIELD LN	
						64-00-000-72510	133.34
				5983017013		ACCT#5983017013 19112 S 80TH AV	
						63-00-000-72510	63.30
						Total :	**787.46**
203596	8/25/2023	012410	CONSERV FS, INC.	66055276		CUST ID# 2741850 - CURLEX ERO	
						01-26-023-73680	196.19
						Total :	**196.19**
203597	8/25/2023	003635	CROSSMARK PRINTING, INC	1711		NATIONAL NIGHT OUT PARAPHERI	
					VTP-020155	01-17-215-73600	2,608.60
				92140		BUSINESS CARDS - STEVE NEMEC	
						01-26-023-73110	42.25
						Total :	**2,650.85**
203598	8/25/2023	014232	DIGI-KEY CORPORATION 1453109	99446832		TERMINAL BLOCK ADAPTER - POS	
						64-00-000-75812	20.08
						Total :	**20.08**

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203599	8/25/2023	004019 EVON'S TROPHIES & AWARDS	080923		4 NAME BADGE BLK/WHT PLASTIC	
					01-26-023-73110	18.75
					01-26-024-73110	6.25
					01-26-025-73110	6.25
					60-00-000-73110	11.01
					63-00-000-73110	2.10
					64-00-000-73110	5.64
					Total :	**50.00**
203600	8/25/2023	018480 FARNSWORTH GROUP	244594		0170121.34 VOTP GAS N WASH #3	
					01-33-310-72840	1,205.00
			244595		0170121.35 SPLISH SPLASH CAR W	
					01-33-310-72840	1,205.00
					Total :	**2,410.00**
203601	8/25/2023	020821 FLAGS USA LLC	111566		FLAGS	
				VTP-020202	01-26-025-73112	2,249.00
					Total :	**2,249.00**
203602	8/25/2023	020274 FRAME TECH 1 LLC	39450		FRONT ALIGNMENT - BLDG DEPT U	
					01-33-300-72540	65.00
			39484		WHEEL ALIGN PD #22B	
					01-17-205-72540	75.00
					Total :	**140.00**
203603	8/25/2023	004373 GALLAGHER ASPHALT CORP.	29845		COLD PATCH	
				VTP-020210	01-26-023-73780	3,606.68
					Total :	**3,606.68**
203604	8/25/2023	014491 HANSEN DOOR INC.	12176		LOCATION: S-E-E-D, TROUBLESHO	
					01-26-025-72520	162.50
			12180		LOCATION W-E-4-F-D, REPLACED	
					01-26-025-72520	444.96
					Total :	**607.46**
203605	8/25/2023	019792 HANSON AGGREGATES MIDWEST INC	42437105		BED/BACKFILL U857 THORNTON IL	
					60-00-000-73860	218.96

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203605	8/25/2023	019792 HANSON AGGREGATES MIDWEST INC	(Continued)			
					63-00-000-73860	24.32
					64-00-000-73860	104.28
					01-26-023-73860	173.78
					70-00-000-73860	57.93
					Total :	**579.27**
203606	8/25/2023	018696 HENRY'S HOUSE OF DECORATED	1356		WOMENS/MEN/TALL POLOS PW	
					01-26-023-73610	40.00
					60-00-000-73610	241.67
					63-00-000-73610	46.03
					64-00-000-73610	123.30
			1402		TSHIRT, SWEATSHIRT, WINTER C/	
					01-26-025-73610	216.75
					Total :	**667.75**
203607	8/25/2023	015497 ILLINOIS SECRETARY OF STATE	081823		CORRECTION: LIC RNWL 5C-IL958	
					01-17-205-72860	644.00
					Total :	**644.00**
203608	8/25/2023	005251 J AND R SALES AND SERVICE INC.	6331		FAN HOUSING W/REWIND, SHARP	
					01-26-023-72530	300.28
					Total :	**300.28**
203609	8/25/2023	005266 J.M.D. SOX OUTLET, INC.	20230445		WORK CLOTHES/DANIEL NUNEZ	
					01-26-024-73610	134.93
					Total :	**134.93**
203610	8/25/2023	021096 KOSMATKA, LORI	081323		REIM: UNIFORM ORDER REIMBUF	
					01-33-000-73610	51.12
					Total :	**51.12**
203611	8/25/2023	020794 LEGALSHIELD	0025407		ANCILLARY LEGAL BENEFIT BILLIN	
				VTP-020220	01-14-000-72430	74.80
					Total :	**74.80**
203612	8/25/2023	014402 LEXISNEXIS RISK DATA MNGMNT	1038013-20230731		JULY 2023 MINIMUM COMMITMENT	
					01-17-225-72852	150.00

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203612	8/25/2023	014402	014402 LEXISNEXIS RISK DATA MNGMNT (Continued)			**Total :**	**150.00**
203613	8/25/2023	003440	M. COOPER WINSUPPLY CO.	15329501		PLUMBING SUPPLIES	
						01-26-025-73630	46.46
						Total :	**46.46**
203614	8/25/2023	020322	MASTER AUTO SUPPLY	6981-600914		FLUID FILM	
						60-00-000-72540	31.95
						63-00-000-72540	10.65
						64-00-000-72540	18.26
						01-26-024-72540	30.44
						01-26-023-72540	60.86
						Total :	**152.16**
203615	8/25/2023	020322	MASTER AUTO SUPPLY	15030-134031		PUMP - FIRE DEPT	
						01-19-000-72540	43.99
				15030-134086		WINDOW MOTOR W REG - FIRE D	
						01-19-000-72540	79.58
				15030-134124		OIL PUMP - BUILDING MAINTENAN	
						01-26-025-72520	43.99
						Total :	**167.56**
203616	8/25/2023	019338	MCGILL CONSTRUCTION CO LLC	061523		OAK PARK AVENUE SIDEWALK IMF	
					VTP-020235	18-00-000-75200	139,383.45
						Total :	**139,383.45**
203617	8/25/2023	006074	MENARDS	43656		ACCT# 30860257 - 4" SCRATCH AV	
						01-26-025-73410	2.99
				43764		ACCT# 30860257 -32OZ 409 ALL PU	
						01-26-025-73580	105.16
				43777		ACCT# 30860257 - STRUT 1/4" BEA	
						01-26-025-72520	16.55
						Total :	**124.70**
203618	8/25/2023	005742	METRO POWER INC.	14141		ANNUAL MAINTENANCE AND INSP	
					VTP-020230	60-00-000-72750	2,100.00
					VTP-020230	63-00-000-72750	2,100.00
					VTP-020230	64-00-000-72750	1,800.00

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203618	8/25/2023	005742	005742 METRO POWER INC.	(Continued)		**Total :**	**6,000.00**
203619	8/25/2023	005856	MONROE TRUCK EQUIPMENT,INC.	341395		TARP SYSTEM	
					VTP-020129	01-26-023-72530	748.00
						01-26-023-72530	187.54
						Total :	**935.54**
203620	8/25/2023	005729	MR. RADIATOR & AIR COND SERV	046991		CONDENSOR FOR BLDG DEPT - U	
						01-33-300-72540	165.65
						Total :	**165.65**
203621	8/25/2023	012301	MVP FIRE SYSTEMS,INC	16566		LABOR HOURS AND MATERIALS F	
						01-26-025-72530	945.00
						Total :	**945.00**
203622	8/25/2023	006209	NCPERS -IL IMRF	3683092023		AUG & SEPT NCPERS LIFE INSUR	
					VTP-020222	01-14-000-72430	656.00
						Total :	**656.00**
203623	8/25/2023	015723	NICOR	64423710009		ACCT#64423710009 METER 335839	
						01-26-025-72511	235.53
				81423710003		ACCT#81423710003 METER 283161	
						01-26-025-72511	49.78
				90223493009		ACCT#90223493009 METER 508073	
						01-26-025-72511	65.98
						Total :	**351.29**
203624	8/25/2023	020674	NOLAN, DIANE	082323		FARMERS MARKET REFUND	
						01-35-000-72923	202.63
						Total :	**202.63**
203625	8/25/2023	006475	PARK ACE HARDWARE	071097/1		CUST#891432 - CLAMP HOSE 1/4"	
						60-00-000-72528	7.17
						63-00-000-72528	7.17
				71133/1		CUST#89143 TANK EXCHANGE	
						60-00-000-73870	4.48
						63-00-000-73870	4.48
						64-00-000-73870	3.84

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203625	8/25/2023	006475 PARK ACE HARDWARE	(Continued)			
					01-26-025-73870	12.79
					01-26-024-73870	6.39
			71138/1		ACCT#89143 INV#71138/1 PROPAN	
					01-21-000-73870	51.99
					Total :	**98.31**
203626	8/25/2023	006780 POMP'S TIRE SERVICE, INC	411050878		TIRES	
				VTP-020217	01-17-205-73560	3,029.40
					Total :	**3,029.40**
203627	8/25/2023	006850 QUILL CORPORATION	33670694		PAPERMATE FALIR MED RED, PILC	
					01-33-000-73110	102.03
					Total :	**102.03**
203628	8/25/2023	021138 RAMSEY, MICHAEL	081823		C&D INSTRUCTOR CLASS 9/13-11/	
					60-00-000-72140	148.75
					63-00-000-72140	148.75
					64-00-000-72140	127.50
					Total :	**425.00**
203629	8/25/2023	017584 RELADYNE	1494796-IN		DXM ALL MAKES 5050, DRUM DEP(	
					01-19-000-73540	488.68
					Total :	**488.68**
203630	8/25/2023	006874 ROBINSON ENGINEERING CO. LTD.	23080071R		ENGINEERING SURVEY AND DESI(	
				VTP-019923	27-00-000-72840	1,109.50
					Total :	**1,109.50**
203631	8/25/2023	016334 RUSH TRUCK CENTERS	3033808354		SHIELD DUST BRK - #54 SNOW/ICE	
					01-26-023-72540	148.60
					Total :	**148.60**
203632	8/25/2023	021020 SEMMER LANDSCAPE LLC	32957		LANDSCAPE BEDS- JULY MAINTEN	
				VTP-020021	01-26-023-72881	12,610.00
			32973		SHRUBS/TREES REMOVAL	
				VTP-020211	65-00-000-72591	1,550.00

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203632	8/25/2023	021020	021020 SEMMER LANDSCAPE LLC	(Continued)		**Total :**	**14,160.00**
203633	8/25/2023	007453	SERVICE SANITATION, INC.	8564201		PORTABLE TOILETS FOR FARMER	
						01-35-000-72923	369.00
						Total :	**369.00**
203634	8/25/2023	007109	SIRCHIE	0604445-IN		EVIDENCE TECH SUPPLIES	
					VTP-020206	01-17-225-73550	654.05
						Total :	**654.05**
203635	8/25/2023	013043	SITE DESIGN GROUP, LTD.	7482PH2-71		LANDSCAPE PLANNING 6/18-7/22/2	
					VTP-020025	01-26-023-72847	2,021.25
				7698-90		NATURALIZED STORMWATER ARE	
					VTP-020023	01-26-023-72847	2,383.75
				7946-64		MOWING INSPECTIONS AND BIDS	
					VTP-020026	01-26-023-72847	870.00
				7947-34		LAWN TREATMENT 5/21-7/22/23	
					VTP-019998	01-26-023-72847	136.25
				7955-36		IRRIGATION INSPECTIONS AND BI	
					VTP-019995	01-26-023-72847	761.25
				8081-44		DOWNTOWN PLANTERS 2/19-7/22/	
					VTP-019997	01-26-023-72847	253.75
				8498-55		URBAN FORESTRY PROGRAM 6/18	
					VTP-020024	01-26-023-72847	6,803.41
				8803-32		LANDSCAPE MAINTENANCE 6/18-7	
					VTP-020027	01-26-023-72847	2,637.50
						Total :	**15,867.16**
203636	8/25/2023	012238	STAPLES BUSINESS ADVANTAGE	3544896748		SHARPIE,PENS,PENCILS	
						01-11-000-73110	18.78
						01-15-000-73110	26.30
						Total :	**45.08**
203637	8/25/2023	015452	STEINER ELECTRIC COMPANY	S007412569.001		BULBS FOR PD AND VH CAN LIGH	
						01-26-025-72520	433.60
				S007413394.001		MATERIALS FOR CRIMP KIT TO RE	
						01-26-024-73570	275.32

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203637	8/25/2023	015452 STEINER ELECTRIC COMPANY	(Continued)			
			S007415092.001		80TH AVE DISCONNECT	
					01-26-025-72520	328.66
					Total :	**1,037.58**
203638	8/25/2023	019227 STREET COP TRAINING LLC	INV-103949		ILL CASE LAW THAT ALL COPS NEI	
					01-17-220-72140	199.00
					Total :	**199.00**
203639	8/25/2023	018878 SUPERION LLC	378807		CRYWOLF ALARM SOFTWARE MA	
				VTP-020105	01-17-215-72655	5,800.39
					Total :	**5,800.39**
203640	8/25/2023	007297 SUTTON FORD INC./FLEET SALES	585177		LINK - BLDG DEPT UNIT #71	
					01-33-300-72540	259.90
					Total :	**259.90**
203641	8/25/2023	014653 THE BLUE LINE	45252		CIVILIAN POSITION - PROPERTY &	
					01-14-000-72448	298.00
					Total :	**298.00**
203642	8/25/2023	007777 THOMPSON ELEVATOR INSPECTION	23-2055		CONDO INSPECTION 18327 PINE L	
					01-33-300-72853	38.00
					Total :	**38.00**
203643	8/25/2023	019712 TM TIRE CO INC	152345		LT235/85R16 FIRESTONE TRANSF(	
					60-00-000-73560	67.60
					63-00-000-73560	22.53
					64-00-000-73560	38.64
					60-00-000-73560	2.63
					63-00-000-73560	0.88
					64-00-000-73560	1.49
					Total :	**133.77**
203644	8/25/2023	014510 TRUGREEN	181300990		LAWN TREATMENT 8/10/23 179TH &	
				VTP-019985	01-26-023-72881	447.00
					Total :	**447.00**

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203645	8/25/2023	002613 UNITED HEALTHCARE AARP	AARP-PPPR070123		FY24 MEDICARE SUPPLEMENT BIL	
				VTP-019965	01-14-000-72435	7,326.12
					Total :	**7,326.12**
203646	8/25/2023	017391 VSP ILLINOIS	818571237		AUG & SEPT FY24 VISION BENEFIT	
				VTP-020233	01-14-000-72430	3,826.02
					Total :	**3,826.02**
203647	8/25/2023	010165 WAREHOUSE DIRECT INC	5546945-0		HANGRAIL, FILE JACKETS, DESKT	
					01-21-210-73110	373.15
			5550705-0		NAPKINS, COPY PAPER	
					01-14-000-73110	149.97
					01-26-025-73580	24.25
					Total :	**547.37**
203648	8/25/2023	011055 WARREN OIL CO.	W1585618		TITAN PEFORMANCE SB 5W30SNG	
					01-26-023-73535	162.80
					01-26-024-73535	81.40
					60-00-000-73535	85.47
					63-00-000-73535	28.49
					64-00-000-73535	48.84
					Total :	**407.00**
203649	8/25/2023	021123 YAYA'S COLORFUL SMILES	082223		YAYAS COLORFUL SMILES - FACE	
					01-35-000-72923	350.00
					Total :	**350.00**

75 Vouchers for bank code : apbank **Bank total : 880,622.97**

Bank code : ipmg

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4670	8/22/2023	018837 INSURANCE PROGRAM MANAGERS GR	210731W002		PAYEE-ALIGN NETWORKS INC	
					60-00-000-72542	171.94
					63-00-000-72542	32.75
					64-00-000-72542	87.72
					Total :	**292.41**
4671	8/22/2023	018837 INSURANCE PROGRAM MANAGERS GR	210731W002-1		PAYEE-ALIGN NETWORKS INC	
					60-00-000-72542	134.42
					63-00-000-72542	25.60
					64-00-000-72542	68.58
					Total :	**228.60**
4672	8/22/2023	018837 INSURANCE PROGRAM MANAGERS GR	210731W002-2		PAYEE-ALIGN NETWORKS INC	
					60-00-000-72542	134.42
					63-00-000-72542	25.60
					64-00-000-72542	68.58
					Total :	**228.60**
4673	8/22/2023	018837 INSURANCE PROGRAM MANAGERS GR	210731W002-3		PAYEE-VILLAGE OF TINLEY PARK	
					64-00-000-72542	490.35
					60-00-000-72542	961.09
					63-00-000-72542	183.06
					Total :	**1,634.50**

4 Vouchers for bank code : ipmg **Bank total : 2,384.11**

79 Vouchers in this report **Total vouchers : 883,007.08**

Bank code : ipmg

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.

_____Village President

_____Village Clerk

_____Date

vchlist **Voucher List** **Page: 1**
08/31/2023 1:53:04PM **Village of Tinley Park**

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203650	9/1/2023	020942 AERIAL METRICS INC	TPPD0002		6 HOUR DRONE CLASS FOR CAPT	
					01-17-220-72140	600.00
					Total :	**600.00**
203651	9/1/2023	014341 AFTERMATH, INC.	JC2023-0256		JAIL CELL CLEANING 8/15/23 - BIO	
					01-17-205-72750	300.00
					Total :	**300.00**
203652	9/1/2023	021155 ALMAFALANI, ABEER TAHA	Ref001440160		UB Refund Cst #00518830	
					60-00-000-20599	34.27
					Total :	**34.27**
203653	9/1/2023	002655 AMERICAN HERITAGE LIFE	MG076		ANCILLARY CRITICAL INS BENEFIT	
				VTP-020218	01-14-000-72430	2,069.91
					Total :	**2,069.91**
203654	9/1/2023	002470 AMPEST EXTERMINATION LLC	6609		REMOVAL OF HORNETS NEAR PK\	
					01-26-023-72790	195.00
			6610		REMOVAL OF HORNETS NEAR PK\	
					01-26-023-72790	195.00
			6620		REMOVAL OF BEES/WASPS FROM	
					01-26-023-72790	195.00
			6630		REMOVAL OF HORNETS NEST FRC	
					01-26-023-72790	195.00
			6639		REMOVAL OF HORNETS NEST BY I	
					01-26-023-72790	195.00
			6680		REMOVAL OF HORNETS NEST NEA	
					01-26-023-72790	195.00
			6738		REMOVAL OF BALD FACE HORNET	
					01-26-023-72790	195.00
					Total :	**1,365.00**
203655	9/1/2023	021152 ANDERSON, OLYER	Ref001440157		UB Refund Cst #00510388, refund or	
					60-00-000-20599	161.09
					Total :	**161.09**

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203656	9/1/2023	020986	ARIES CHARTER TRANSPORTATION	99927		ALE TRAIL TROLLEYS 9-13-23	
					VTP-020243	01-35-100-72790	2,800.00
						Total :	**2,800.00**
203657	9/1/2023	020986	ARIES CHARTER TRANSPORTATION	99926		ALE TRAIL TROLLEYS 9-6-23	
					VTP-020242	01-35-100-72790	2,800.00
						Total :	**2,800.00**
203658	9/1/2023	010953	BATTERIES PLUS - 277	P65193769		SLA12 - 1.3F CUB JOE POST 7 BAT	
						01-26-025-72520	39.50
						Total :	**39.50**
203659	9/1/2023	003015	BEHRENS, JERRY	082523		FY24 BENEFIT REIMBURSEMENT	
					VTP-019957	01-14-000-72435	197.00
						Total :	**197.00**
203660	9/1/2023	002974	BETTENHAUSEN CONSTRUCTION SER\	230079		SEMI TRUCK FOR HAULING SWEE	
						01-26-023-72890	262.50
						60-00-000-73681	385.88
						63-00-000-73681	42.88
						64-00-000-73681	183.74
				230080		SEMI TRUCK TIME FOR HAULING S	
						01-26-023-73860	75.00
						60-00-000-73860	94.50
						63-00-000-73860	10.50
						64-00-000-73860	45.00
						70-00-000-73860	25.00
				230081		SEMI TRUCK TIME FOR HAULING S	
						01-26-023-72890	318.75
						60-00-000-73681	468.56
						63-00-000-73681	52.06
						64-00-000-73681	223.13
						Total :	**2,187.50**
203661	9/1/2023	002923	BLACK DIRT INC.	5493		BLACK DIRT FOR LAWN RESTORA	
					VTP-020161	01-26-023-73680	500.00
				5510		BLACK DIRT FOR LAWN RESTORA	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203661	9/1/2023	002923 BLACK DIRT INC.	(Continued)			
				VTP-020161	01-26-023-73680	250.00
					Total :	**750.00**
203662	9/1/2023	002960 BRANIFF COMMUNICATIONS, INC	0034921		TORNADO SIREN POLE	
				VTP-020109	30-00-000-74190	12,550.00
					Total :	**12,550.00**
203663	9/1/2023	019256 BURWOOD GROUP INC	PS-30175-H3J9		PREP FOR UPGRADE AND CVAD IN	
					01-16-000-72650	837.00
					Total :	**837.00**
203664	9/1/2023	003304 CARLIN-MORAN LANDSCAPE INC	6610		LANDSCAPE SVC 17031 OZARK AN	
					01-33-300-72744	3,512.50
			6614		16365 PARLIAMENT AVE MOW TRIM	
					01-33-300-72744	5,725.00
					Total :	**9,237.50**
203665	9/1/2023	003243 CDW GOVERNMENT INC	KW16958		TRIPP 20FT CAT6 SNAGLESS BLUE	
					01-16-000-74128	135.52
					Total :	**135.52**
203666	9/1/2023	015199 CHICAGO PARTS & SOUND LLC	3-0057034		PRIME GUARD 5W20 OIL - POLICE	
					01-17-205-72540	41.16
			3-0057180		PURGE VALVE - POLICE 1T	
					01-17-205-72540	41.79
			3-0057199		TPMS SENSOR ASSY - POLICE STC	
					01-17-205-72540	196.14
			3-0057278		NOLOCN, VALVE - COMES WITH BC	
					01-26-024-72540	380.46
			3-0057320		BELT SERPENTINE - POLICE #CS0	
					01-17-205-72540	51.13
			3-0057337		HUB ASSEMBLY - STREET #93	
					01-26-023-72540	320.12
			3-0057345		STANDARD MINI BULB - POLICE ST	
					01-17-205-72540	5.40
			3-0057371		PRIME GUARD 5W30 OIL - VILLAGI	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203666	9/1/2023	015199 CHICAGO PARTS & SOUND LLC	(Continued)			
					01-42-000-72540	41.16
					Total :	**1,077.36**
203667	9/1/2023	003137 CHRISTOPHER B.BURKE ENGINEERNG	183928		01.R160373.00035 HYDRAULIC MO	
					01-14-000-72790	8,998.00
			185717		HARMONY SQUARE DEVELOPMEN	
				VTP-019910	27-00-000-72840	4,296.50
					Total :	**13,294.50**
203668	9/1/2023	013820 CINTAS CORPORATION	5156906425		MEDICINE CABINET - PD	
					01-26-025-73117	196.16
			5156906434		MEDICINE CABINET - PUMP HOUS	
					01-26-025-73117	7.15
			5156906457		MEDICINE CABINET - PD SHOOTIN	
					01-26-025-73117	39.25
			5156906476		MEDICINE CABINET - PUMP HOUS	
					01-26-025-73117	30.86
			5156906490		MEDICINE CABINET - PUBLIC SAFE	
					01-26-025-73117	261.19
			5168672208		MEDICINE CABINET - PUBLIC SAFE	
					01-26-025-73117	387.45
			5168672262		MEDICINE CABINET - PD SHOOTIN	
					01-26-025-73117	57.53
			5168672296		MEDICINE CABINET - PD	
					01-26-025-73117	286.85
			5172607703		MEDICINE CABINET - VH	
					01-26-025-73117	213.22
			5172607705		MEDICINE CABINET - FD #48	
					01-26-025-73117	199.13
			5172607706		MEDICINE CABINET - FD TRAINING	
					01-26-025-73117	36.03
			5172607719		MEDICINE CABINET - FD #47	
					01-26-025-73117	223.84
			5172607737		MEDICINE CABINET - PD	
					01-26-025-73117	219.57
			5172607741		MEDICINE CABINET - PUMP HOUS	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203668	9/1/2023	013820 CINTAS CORPORATION	(Continued)			
					01-26-025-73117	39.92
			5172607751		MEDICINE CABINET - FD #49	
					01-26-025-73117	233.11
			5172607754		MEDICINE CABINET - PUMP HOUSI	
					01-26-025-73117	100.79
			5172607758		MEDICINE CABINET - PUBLIC SAFE	
					01-26-025-73117	280.01
			5172607764		MEDICINE CABINET - PD SHOOTIN	
					01-26-025-73117	66.46
			5172607777		MEDICINE CABINET - PW GARAGE	
					01-26-025-73117	358.55
			5172607782		MEDICINE CABINET - FD #46	
					01-26-025-73117	229.65
			9234349471		MEDICINE CABINET - PUMP HOUSI	
					01-26-025-73117	68.69
			9234349578		MEDICINE CABINET - PUMP HOUSI	
					01-26-025-73117	34.66
			9234362698		MEDICINE CABINET - PW GARAGE	
					01-26-025-73117	449.24
					Total :	**4,019.31**
203669	9/1/2023	019794 CLEANING SPECIALIST INC	8597		BODY REMOVAL AND TRANSPORT	
					01-17-205-72750	350.00
					Total :	**350.00**
203670	9/1/2023	017298 COMCAST BUSINESS	179213131		ACCT 930890410 VILLAGE HALL FII	
					01-16-000-72125	982.95
					Total :	**982.95**
203671	9/1/2023	012057 COMCAST CABLE	8771401810170142		ACCT#8771401810170142 16250 OF	
					01-16-000-72125	249.85
			8771401810316240		ACCT#8771401810316240 7850 183	
					01-17-205-72517	65.51
					Total :	**315.36**
203672	9/1/2023	013878 COMED - COMMONWEALTH EDISON	0021100130		ACCT#0021100130 17529 66TH AVE	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203672	9/1/2023	013878 COMED - COMMONWEALTH EDISON	(Continued)			
					01-26-024-72510	33.98
			0052035006		ACCT#0052035006 6720 SOUTH ST	
					01-26-025-72510	1,368.83
			0369095018		ACCT#0369095018 6761 NORTH ST	
					01-26-024-72510	42.91
			0519019106		ACCT#0519019106 6750 SOUTH ST	
					12-00-000-72510	9.46
			0522112018		ACCT#0522112018 17048 OPA 7/20-	
					01-26-024-72510	23.51
			1222198139		ACCT#1222198139 17313 OAK PAR	
					30-00-000-75905	2.53
			1222218001		ACCT#1222218001 1 E OPA NORTH	
					70-00-000-72510	95.53
			2587063010		ACCT#2587063010 17311 OPA 7/20	
					12-00-000-72510	19.91
			2761036017		ACCT#2761036017 8317 AMBERLY	
					01-26-024-72510	52.50
			3784064010		ACCT#3784064010 16301 CENTRA	
					60-00-000-72510	26.58
					63-00-000-72510	26.57
			4329016037		ACCT#4329016037 17238 OPA 7/20-	
					12-00-000-72510	23.87
			5437131000		ACCT#5437131000 7980 W 183RD S	
					01-26-025-72510	234.65
			6483053261		ACCT#6483053261 17495 S LAGRA	
					01-26-023-72510	44.17
			6771163043		ACCT#6771163043 87TH AVE 3PS 1	
					01-26-024-72510	3,092.86
			7063131025		ACCT#7063131025 7813 174TH ST	
					64-00-000-72510	36.63
			7090006006		ACCT#7090006006 17231 OPA 7/20	
					12-00-000-72510	19.76
			7398024011		ACCT#7398024011 7000 W 183RD S	
					01-26-024-72510	68.23
					Total :	**5,222.48**

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203673	9/1/2023	018311 CONNECTION	74453266		INK CARTRIDGES - PW - JULIE PE	
					60-00-000-73110	39.67
					63-00-000-73110	4.41
					64-00-000-73110	18.89
					01-26-023-73110	62.97
					01-26-024-73110	31.48
					Total :	**157.42**
203674	9/1/2023	019406 CORDOGAN CLARK AND ASSOCIATES	20-320 CCCS		PUBLIC SAFETY BUILDING DATA C	
				VTP-019677	30-00-000-75112	24,900.13
					Total :	**24,900.13**
203675	9/1/2023	018234 CORE & MAIN LP	R866486		METER HEAD REPLACEMENT PAR	
				VTP-019575	60-00-000-73631	3,539.90
				VTP-019575	64-00-000-73631	1,517.10
				VTP-019575	60-00-000-73631	2,178.40
				VTP-019575	64-00-000-73631	933.60
				VTP-019575	60-00-000-73631	272.30
				VTP-019575	64-00-000-73631	116.70
			S638269		6" OMNI METER & FLANGE KIT	
				VTP-019884	60-00-000-74175	3,958.50
				VTP-019884	64-00-000-74175	1,696.50
				VTP-019884	60-00-000-74175	68.60
				VTP-019884	64-00-000-74175	29.40
			S964736		HYMAX 2 FLIP GASKET COUPLING	
					60-00-000-73630	552.35
					63-00-000-73630	61.37
					64-00-000-73630	263.02
			T403936		CURB BOX - 5/S SERV VOX TAPT 2	
					60-00-000-73630	94.56
					63-00-000-73630	10.51
					64-00-000-73630	45.03
			T404740		REF INV #R866486 - CORRECTED I	
					60-00-000-73631	-369.60
					64-00-000-73631	-158.40
			T404800		INVOICE # S638269 - CORRECTED	
				G	60-00-000-74175	-52.50

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203675	9/1/2023	018234 CORE & MAIN LP	(Continued)			
				G	64-00-000-74175	-22.50
			T404842		INVOICE # S964736 - CORRECTED	
					60-00-000-73630	-21.07
					63-00-000-73630	-2.34
					64-00-000-73630	-10.03
			T422312		RADIO TRANSCEIVER - 510M S/PO	
					60-00-000-73630	2,670.57
					63-00-000-73630	296.73
					64-00-000-73630	1,271.70
					Total :	**18,940.40**
203676	9/1/2023	003635 CROSSMARK PRINTING, INC	92072		FY24 BUDGET DOCUMENTS WITH	
					01-15-000-72310	2,014.00
			92193		WATER DEPARTMENT NOTICE	
					60-00-000-72310	168.00
					64-00-000-72310	72.00
					60-00-000-72310	37.80
					64-00-000-72310	16.20
					60-00-000-72310	8.86
					64-00-000-72310	3.79
			92225		PRISONER INFORMATION CARDS	
					01-17-205-72310	109.25
					Total :	**2,429.90**
203677	9/1/2023	012855 CYLINDERS INC.	13388		(1) PLOW CYLINDER	
					01-26-023-72540	480.95
					Total :	**480.95**
203678	9/1/2023	018456 DEL GALDO LAW GROUP LLC	32113		LEGAL SVC 7/1-7/31/23	
					01-14-000-72850	4,945.00
					18-00-000-72850	161.25
					Total :	**5,106.25**
203679	9/1/2023	004152 ECOLAB PEST ELIMINATION INC.	2388354		EXTERIOR INSECT	
					01-26-025-72790	400.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203679	9/1/2023	004152 004152 ECOLAB PEST ELIMINATION INC. (Continued)			**Total :**	**400.00**
203680	9/1/2023	004111 EJ USA. INC	110230059883		HYDRANTS	
				VTP-020209	60-00-000-75710	9,648.50
					Total :	**9,648.50**
203681	9/1/2023	011176 ELEMENT GRAPHICS & DESIGN, INC	21311		MISC VEHICLE GRAPHICS 7 SETS	
					01-33-300-72540	398.78
			21430		VINYL GRAPHICS - DECAL REPRIN	
					01-19-000-72540	58.51
					Total :	**457.29**
203682	9/1/2023	018441 ESO SOLUTIONS, INC	ESO-99587		ANNUAL FIREHOUSE WEB EDITIOI	
					01-19-000-72655	4,559.36
					01-19-020-72655	4,559.36
					Total :	**9,118.72**
203683	9/1/2023	004119 ETP LABS INC.	23-136814		COLIFORM SAMPLES	
					60-00-000-72865	921.20
					63-00-000-72865	394.80
					Total :	**1,316.00**
203684	9/1/2023	004019 EVON'S TROPHIES & AWARDS	080423		3 1/2 X 2 BLK/WHITE PLASTIC NAM	
					01-11-000-73110	14.40
			081823		MARCO/F L9-9-1 8" DISK KEY ENGI	
					01-35-000-73870	185.00
					Total :	**199.40**
203685	9/1/2023	020800 FIRST RESPONDERS WELLNESS	17127		PEPE- PRE-EMPLOYMENT PERFOI	
					01-41-040-72846	585.00
					Total :	**585.00**
203686	9/1/2023	015058 FLEETPRIDE	110661078		1/2" X 24" AB HOSE 3/8" ENDS - STI	
					01-26-023-72540	11.29
					Total :	**11.29**
203687	9/1/2023	020274 FRAME TECH 1 LLC	39448		FRONT ALIGNMENT - POLICE CS02	
					01-17-205-72540	65.00

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203687	9/1/2023	020274	020274 FRAME TECH 1 LLC	(Continued)		**Total :**	**65.00**
203688	9/1/2023	004538	GOLDY LOCKS INC	41645554		SINGLE CUT KEY - DUPLICATE	
						01-26-023-73840	32.50
				41682042		SINGLE CUT DUPLICATE KEY - POS	
						01-26-025-73840	13.00
						Total :	**45.50**
203689	9/1/2023	004493	GORDON FOOD SERVICE INC.	768200903		CREAMER	
						60-00-000-73115	6.86
						63-00-000-73115	6.86
						64-00-000-73115	5.88
						01-26-023-73115	19.60
						01-26-024-73115	9.79
						Total :	**48.99**
203690	9/1/2023	015397	GOVTEMPSUSA LLC	4241490		FY23-GOVTEMPS USA (CONTRACT	
						01-15-000-72790	945.00
						Total :	**945.00**
203691	9/1/2023	019792	HANSON AGGREGATES MIDWEST INC	42461016		BED/BACKFILL U857 THORNTON IL	
						60-00-000-73860	267.57
						63-00-000-73860	29.73
						64-00-000-73860	127.42
						01-26-023-73860	212.36
						70-00-000-73860	70.79
						Total :	**707.87**
203692	9/1/2023	017373	HEARTLINE FITNESS SYSTEMS	152617		TEST CARDIOVASCULAR EQUIPME	
						01-17-205-72530	195.00
						Total :	**195.00**
203693	9/1/2023	018696	HENRY'S HOUSE OF DECORATED	1452		K805 QUARTER ZIP GRAY AM EMB	
						01-21-000-73610	32.00
				1456		RICHARDON 110 CAP - NAVY, RICH	
						01-19-000-73610	53.00
						Total :	**85.00**

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203694	9/1/2023	001487 HOMEWOOD DISPOSAL SERVICE	8447793		30YD RETRIEVE - 7601 183RD ST -	
					60-00-000-72745	510.00
			8458417		HWD TSF GARBAGE TONS TKT#10	
					01-26-023-72890	1,420.50
					Total :	**1,930.50**
203695	9/1/2023	021151 HUDSON, MELANIE	082923		REIM: IDPH LICENSE RENEWAL	
					01-21-210-72140	20.00
					Total :	**20.00**
203696	9/1/2023	011466 JEWEL OSCO	00729079		****8778 PUBLIC WORKS MEETING	
					60-00-000-72220	16.16
					63-00-000-72220	16.16
					64-00-000-72220	13.84
					01-26-023-72220	46.14
					01-26-024-72220	23.09
					Total :	**115.39**
203697	9/1/2023	005379 KLEIN, THORPE & JENKINS, LTD	235709		LEGAL SVC GENERAL/ADMINISTR/	
					01-14-000-72850	112.50
					Total :	**112.50**
203698	9/1/2023	021153 KOLAR, LENORE	Ref001440158		UB Refund Cst #00488533	
					60-00-000-20599	329.99
					Total :	**329.99**
203699	9/1/2023	006559 LINDE GAS & EQUIPMENT INC	37814225		CUST#71784874 - INDUSTRIAL ACE	
					60-00-000-73730	50.90
					63-00-000-73730	50.90
					64-00-000-73730	43.63
					01-26-023-73730	145.43
					01-26-024-73730	72.71
					Total :	**363.57**
203700	9/1/2023	021154 MALONE, ROBIN	Ref001440159		UB Refund Cst #00518813	
					60-00-000-20599	30.79
					Total :	**30.79**

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203701	9/1/2023	020725 MANZELLA, DOMINIC	081423		REIM: 40 HOUR BASIC EVIDENCE T	
					01-17-220-72140	75.00
					Total :	**75.00**
203702	9/1/2023	005844 MCDONALD'S	082923		JULY '23 PRISONER MEALS	
					01-17-220-72230	262.05
					Total :	**262.05**
203703	9/1/2023	006074 MENARDS	43921		ACCT# 30860257 - TAPCON HEX 1/	
					01-26-025-72520	12.97
			43925		ACCT# 30860257 - 1/8 BRASS SHEI	
					60-00-000-73630	7.54
					63-00-000-73630	0.84
					64-00-000-73630	3.59
			43935		ACCT# 30860257 - DURACELL ALK	
					01-26-024-73410	188.77
			43936		ACCT# 30860257 - 5" X 1M CHANNE	
					01-26-023-73410	158.32
			43982		ACCT# 30680257 - 1/4"IS X 50' VINY	
					60-00-000-72528	13.29
					63-00-000-72528	13.29
			43987		ACCT# 30860257 - 1/4" TITANIUM B	
					01-26-025-73410	231.73
			43989		ACCT# 30860355 - 60 PC MET/SAE	
					01-19-000-72520	103.20
					01-19-000-73870	158.89
			44002		ACCT# 30860257 - 5200L 5K E26 C(	
					01-26-025-72520	91.96
			44042		ACCT# 30860257 - 3X2' CELL CORE	
					01-26-023-73630	76.94
			44051		ACCT# 30860257 - .9BL PREMIUM S	
					01-26-025-72520	16.98
			44100		ACCT# 30860257 - RETRACTABLE I	
					01-26-023-73410	55.42
			44113		ACCT# 30860257 - 100PC TERMINA	
					01-26-025-73570	12.99
			44121		ACCT# 30860257 - 5/16 X 2 LAG SC	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203703	9/1/2023	006074 MENARDS	(Continued)			
					01-26-023-73840	4.48
			44123		ACCT# 30860257 - 2.5" HINGE (SQ)	
					60-00-000-73110	4.20
					63-00-000-73110	4.20
					64-00-000-73110	3.59
			44193		ACCT# 30860257 - 24X24 KNOTTY /	
					01-26-025-72520	319.85
			44322		ACCT# 30860257 - DELIVERY - 6X6	
					01-26-025-72520	837.47
			44491		ACCT# 30860257 - YELLOW FEMAL	
					01-26-025-72520	5.52
			44552		ACCT# 30860257 - 5200L 5K E26 C(	
					01-26-025-72520	227.45
					Total :	**2,553.48**
203704	9/1/2023	020701 METROPOLITAN LIFE INSURANCE CO	KMO5397303-0001		KMO5397303-0001 AUG & SEPT DE	
				VTP-020232	01-14-000-72430	17,212.70
			KMO5397303-0002		KMO5397303-0002 AUG & SEPT DE	
				VTP-020232	01-14-000-72430	1,792.63
			KMO5397303-0003		KMO5397303-0003 AUG & SEPT DE	
				VTP-020232	01-14-000-72435	3,795.09
					Total :	**22,800.42**
203705	9/1/2023	020938 MIDWEST MECHANICAL GROUP LLC	112143830		SERVICE CALL #2308-1374 SITE: M	
					01-26-025-72520	418.00
					Total :	**418.00**
203706	9/1/2023	005856 MONROE TRUCK EQUIPMENT,INC.	R81241		REPAIR - STREET #6	
					01-26-023-72540	150.00
					Total :	**150.00**
203707	9/1/2023	017651 MSC INDUSTRIAL SUPPLY CO.	6390052001		KAR TITE, FLAT WASHERS, SEAL E	
					60-00-000-72540	67.95
					63-00-000-72540	22.65
					64-00-000-72540	38.82
					01-26-023-72540	129.42

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203707	9/1/2023	017651 MSC INDUSTRIAL SUPPLY CO.	(Continued)			
					01-26-024-72540	64.70
					Total :	**323.54**
203708	9/1/2023	005774 MUNICIPAL CLERK'S ASSOC OF	083123		COOK COUNTY CLERK'S ASSOC D	
					01-13-000-72720	30.00
					Total :	**30.00**
203709	9/1/2023	020834 NEUFELD, ALEXANDER	081423		REIM: 40 HOURS BASIC EVIDENCI	
					01-17-220-72140	75.00
					Total :	**75.00**
203710	9/1/2023	015723 NICOR	01981510009		ACCT#01981510009 METER#39689	
					01-26-025-72511	67.32
			53463710003		ACCT#53463710003 METER 291221	
					01-26-025-72511	51.68
			54072310003		ACCT#54072310003 METER 542086	
					01-26-025-72511	784.93
			73675410002		ACCT#73675410002 METER 35613C	
					01-26-025-72511	737.45
			74433410003		ACCT#74433410003 METER 35754C	
					01-26-025-72511	49.80
			83523710008		ACCT#83523710008 METER#30262	
					01-26-025-72511	219.34
			96019958527		ACCT#96019958527 METER#45826	
					01-26-025-72511	167.34
					Total :	**2,077.86**
203711	9/1/2023	006475 PARK ACE HARDWARE	071152/1		CUST#9404 - CLEARNER RUG, BO	
					01-19-000-73870	39.96
			071168/1		CUST#89143 - KEY - SINGLE SIDED	
					01-26-025-73840	2.87
			071178/1		CUST#891432 - HTH SUPER STOCI	
					01-26-023-73550	15.98
			71059/1		CUST#9404 - POLYURETHANE SEM	
					01-19-000-72524	26.97

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203711	9/1/2023	006475	006475 PARK ACE HARDWARE	(Continued)		**Total :**	**85.78**
203712	9/1/2023	016350	PHYSICIANS IMMEDIATE CARE-CHGO	4328054		FY 24 OCCUPATIONAL HEALTH SEI	
						01-41-040-72846	2,826.00
						Total :	**2,826.00**
203713	9/1/2023	006498	POLICE CHIEFS ASSC OF WILL CO	090723		DC RAFFERTY, DC TILTON, CMNDF	
						01-17-205-72170	150.00
						Total :	**150.00**
203714	9/1/2023	006780	POMP'S TIRE SERVICE, INC	411049022		60TYR17 GY ASSURANCE TIRES -	
						01-33-300-72540	454.84
				411049457		TIRES - REFUNDED - BLDG DEPT U	
						01-33-300-72540	-366.72
					s	01-33-300-72540	-10.00
						Total :	**78.12**
203715	9/1/2023	013587	PROSHRED SECURITY	1229231		SERVICE 27" EXEC CONSOLEM 96	
						01-17-205-72750	97.03
						Total :	**97.03**
203716	9/1/2023	006361	RAY O' HERRON CO INC	2276791		C50 FIRST RESPONDER KIT MED,	
						01-17-220-73610	734.06
				2277495		HELMET, IIIA PASGT, W/OMEGA HA	
						01-17-220-73610	336.27
				2290474		AMMUNITION	
					VTP-020214	01-17-220-73760	6,658.80
						Total :	**7,729.13**
203717	9/1/2023	017584	RELADYNE	1496958-in		TRANSMISSION FLUID	
					VTP-020227	01-17-205-73535	250.00
					VTP-020227	01-19-020-73535	150.00
					VTP-020227	01-21-000-73535	100.00
					VTP-020227	01-33-300-72540	85.00
					VTP-020227	01-26-023-73535	188.75
					VTP-020227	01-26-024-73535	110.00
					VTP-020227	60-00-000-73535	78.75
					VTP-020227	63-00-000-73535	26.25

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203717	9/1/2023	017584 RELADYNE	(Continued)			
				VTP-020227	64-00-000-73535	45.00
					Total :	**1,033.75**
203718	9/1/2023	006874 ROBINSON ENGINEERING CO. LTD.	23080347		17-R0296.04 TP OAK PARK AVE SID	
					18-00-000-72840	12,543.50
			23080349		19-R0866.03 TP 191ST ST & 80TH A	
					26-00-000-75706	750.00
			23080350		19-R0866.04 TP 191ST ST & 80TH A	
					26-00-000-75706	5,819.50
			23080351		21-R0306 TP CRANA HOMES DEV &	
					01-14-000-72840	939.75
			23080352		21-R0320.02 TP DOG PARK PATH P	
					33-00-000-75205	20,187.75
			23080353		22-R0587 TP CROSSING FOR 179T	
					30-00-000-75200	2,100.00
			23080354		22-R0633 TP GAS N WASH (LAGRA	
					01-14-000-72840	7,227.25
			23080355		22-R0644.01 TP OAK RIDGE CONS	
					16-00-000-72840	10,327.00
			23080356		22-R0644.02 PT PETE'S FRESH MA	
					28-00-000-72840	2,807.50
			23080377		23-R0554 - TP OAK PARK TOWNES	
					20-00-000-72840	763.50
					01-14-000-72840	254.50
					Total :	**63,720.25**
203719	9/1/2023	016196 ROY ERIKSON OUTDOOR MAINT.INC.	07-39351		PUMP OUT POOL - 6604 W 180TH S	
					01-33-300-72744	890.83
					Total :	**890.83**
203720	9/1/2023	007092 SAUNORIS	728916		SOD	
				VTP-020175	01-26-023-73680	1,956.00
					Total :	**1,956.00**
203721	9/1/2023	018104 SBA STEEL,LLC	IN14070258		TOWER SITE RENT #IL46494-A-03	
					60-00-000-72631	274.82

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203721	9/1/2023	018104 SBA STEEL,LLC	(Continued)			
					63-00-000-72631	274.82
					64-00-000-72631	274.82
					01-17-205-72631	549.63
					01-19-000-72631	458.02
					Total :	**1,832.11**
203722	9/1/2023	007453 SERVICE SANITATION, INC.	8564189		PORTA-POTTIES FOR MIP EVENTS	
				VTP-020005	01-35-000-72923	1,227.00
					Total :	**1,227.00**
203723	9/1/2023	021149 SERVPRO OF FRANKFORT	3158		WATER RESTORATION - WATER M	
					60-00-000-72745	10,643.00
					Total :	**10,643.00**
203724	9/1/2023	020511 SIERRA ITS	1644		IT STAFF C. YOUPEL 7/18-7/22/23	
					01-16-000-72790	1,116.67
			1652		IT STAFF C. YOUPEL 7/23-7/29/23	
					01-16-000-72790	2,000.00
			1660		IT STAFF C. YOUPEL 7/30-8/5/23	
					01-16-000-72790	2,000.00
			1667		IT STAFF C. YOUPEL 8/6-8/12/23	
					01-16-000-72790	1,600.00
			1673		IT STAFF C. YOUPEL 8/13-8/19/23	
					01-16-000-72790	2,000.00
					Total :	**8,716.67**
203725	9/1/2023	017378 SIKICH LLP	25623		PROF SVC THRU 8/31/23 FOR AUD	
					01-14-000-72845	11,000.00
					Total :	**11,000.00**
203726	9/1/2023	013190 SOLARWINDS	IN609299		PATCH MANAGEMENT AND ACCES	
				VTP-020193	01-16-000-72655	3,996.00
					Total :	**3,996.00**
203727	9/1/2023	012238 STAPLES BUSINESS ADVANTAGE	3545376410		100 SHEET PROTECTORS, PAPER	
					01-17-205-73110	116.76

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203727	9/1/2023	012238	012238 STAPLES BUSINESS ADVANTAGE (Continued)			**Total :**	**116.76**
203728	9/1/2023	018878	SUPERION LLC	389075		911 CAD SOFTWARE RENEWAL	
					VTP-020237	01-17-205-72655	12,683.52
					VTP-020237	01-17-220-72655	12,683.52
					VTP-020237	01-19-000-72655	12,683.52
					VTP-020237	01-21-210-72655	88,784.64
						Total :	**126,835.20**
203729	9/1/2023	018878	SUPERION LLC	384313		RAPID SOS INTERFACE LICENSE 8	
						01-16-000-72655	1,732.50
				387046		ONE SOLUTION FREEDOM PREMIU	
						01-16-000-72655	594.00
						Total :	**2,326.50**
203730	9/1/2023	007297	SUTTON FORD INC./FLEET SALES	585111		SENDER AND PUMP, RING-RETAIN	
						01-17-205-72540	342.02
				585179		GASKET - POLICE 2 SAM	
						01-17-205-72540	3.47
				585299		SOCKET AND WIRE ASSY - POLICE	
						01-17-205-72540	334.65
				585998		WIRE ASY, MOTOR COOLING - VIL	
						01-42-000-72540	72.92
				586332		TUBE ASSY, POLICE UNIT CS01	
						01-17-205-72540	136.85
				693884		PERFORMED NEW KEY PROGRAM	
						01-17-205-72540	90.00
				693885		PERFORMED NEW KEY PROGRAM	
						01-17-205-72540	90.00
				693886		PERFORMED NEW KEY PROGRAM	
						01-17-205-72540	90.00
						Total :	**1,159.91**
203731	9/1/2023	017520	THE COP FIRE SHOP	212700		STOP SIGN/RED/WHITE	
						01-17-205-73600	38.00
				212709		CUSTOMERS OWN POLOS - MB L/	
						01-33-000-73610	48.00

Bank code : apbank

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
203731	9/1/2023	017520	017520 THE COP FIRE SHOP	(Continued)		**Total :**	**86.00**
203732	9/1/2023	018264	THE LAKOTA GROUP, INC.	23017-05		PROJ: 23017 INFRASTRUCTURE IM	
					VTP-019924	30-00-000-75905	697.50
						Total :	**697.50**
203733	9/1/2023	007777	THOMPSON ELEVATOR INSPECTION	23-2074		5 ELEVATOR CODE INSPECTIONS	
						01-33-300-72853	190.00
				23-2079		2 ELEVATOR PLAN REVIEWS	
						01-33-300-72853	150.00
						Total :	**340.00**
203734	9/1/2023	020793	TRANSAMERICA LIFE INSURANCE	2505093377		ANCILLARY INSURANCE BENEFIT I	
					VTP-020223	01-14-000-72430	89.50
						Total :	**89.50**
203735	9/1/2023	014510	TRUGREEN	181675835		LAWN TREATMENT - FIRE HOUSE :	
					VTP-019985	01-26-023-72881	40.00
				181683248		LAWN TREATMENT - CHAS POWEF	
					VTP-019985	01-26-023-72881	90.00
				181695860		LAWN TREATMENT - 183RD & PUM	
					VTP-019985	01-26-023-72881	180.00
				181714998		LAWN TREATMENT - 76TH AVE MEI	
					VTP-019985	01-26-023-72881	250.00
						Total :	**560.00**
203736	9/1/2023	004106	TYLER TECHNOLOGIES INC	045-434813		TOUCHSCREEN 10 PROXIMITY RE.	
						01-15-000-72655	133.04
						Total :	**133.04**
203737	9/1/2023	008040	UNDERGROUND PIPE & VALVE CO	062532		CLAMPS AND BRASS	
					VTP-020231	60-00-000-73630	548.10
					VTP-020231	63-00-000-73630	60.90
					VTP-020231	64-00-000-73630	261.00
					VTP-020231	60-00-000-73630	452.34
					VTP-020231	63-00-000-73630	50.26
					VTP-020231	64-00-000-73630	215.40
					VTP-020231	60-00-000-73630	255.15

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203737	9/1/2023	008040 UNDERGROUND PIPE & VALVE CO	(Continued)			
				VTP-020231	63-00-000-73630	28.35
				VTP-020231	64-00-000-73630	121.50
				VTP-020231	60-00-000-73630	1,004.85
				VTP-020231	63-00-000-73630	111.65
				VTP-020231	64-00-000-73630	478.50
				VTP-020231	60-00-000-73630	63.00
				VTP-020231	63-00-000-73630	7.00
				VTP-020231	64-00-000-73630	30.00
				VTP-020231	60-00-000-73630	100.80
				VTP-020231	63-00-000-73630	11.20
				VTP-020231	64-00-000-73630	48.00
				VTP-020231	60-00-000-73630	163.80
				VTP-020231	63-00-000-73630	18.20
				VTP-020231	64-00-000-73630	78.00
				VTP-020231	60-00-000-73630	680.40
				VTP-020231	63-00-000-73630	75.60
				VTP-020231	64-00-000-73630	324.00
				VTP-020231	60-00-000-73630	119.70
				VTP-020231	63-00-000-73630	13.30
				VTP-020231	64-00-000-73630	57.00
				VTP-020231	60-00-000-73630	160.65
				VTP-020231	63-00-000-73630	17.85
				VTP-020231	64-00-000-73630	76.50
				VTP-020231	60-00-000-73630	88.20
				VTP-020231	63-00-000-73630	9.80
				VTP-020231	64-00-000-73630	42.00
				VTP-020231	60-00-000-73630	195.30
				VTP-020231	63-00-000-73630	21.70
				VTP-020231	64-00-000-73630	93.00
				VTP-020231	60-00-000-73630	579.60
				VTP-020231	63-00-000-73630	64.40
				VTP-020231	64-00-000-73630	276.00
				VTP-020231	60-00-000-73630	280.35
				VTP-020231	63-00-000-73630	31.15
				VTP-020231	64-00-000-73630	133.50
				VTP-020231	60-00-000-73630	245.70

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203737	9/1/2023	008040 UNDERGROUND PIPE & VALVE CO	(Continued)			
				VTP-020231	63-00-000-73630	27.30
				VTP-020231	64-00-000-73630	117.00
			062572		8" X 6" ALL SS REPAIR CLAMP, 6" X	
					60-00-000-73630	213.57
					63-00-000-73630	23.73
					64-00-000-73630	101.70
					Total :	**8,177.00**
203738	9/1/2023	021144 WALUS, NATALIE	082523		REFUND FOR OPA PARKING PASS	
					70-00-000-79000	36.00
					Total :	**36.00**
203739	9/1/2023	010165 WAREHOUSE DIRECT INC	5556980-0		TAPE DISPENSER, STAPLE REMOV	
					01-26-023-73110	42.74
			5557004-0		COPY PAPER	
					60-00-000-73110	9.44
					63-00-000-73110	1.05
					64-00-000-73110	4.50
					Total :	**57.73**
203740	9/1/2023	011055 WARREN OIL CO.	W1586322		N.I., GAS USED 8/4-8/18/23	
					01-17-205-73530	11,399.26
					01-19-020-73530	47.21
					01-21-000-73530	1,309.55
					60-00-000-73530	1,056.80
					63-00-000-73530	264.20
					64-00-000-73530	566.14
					01-26-023-73530	1,842.95
					01-26-024-73530	630.50
					01-33-300-73530	255.81
					01-12-000-73530	97.77
					01-14-000-73532	40.18
					01-42-000-73530	350.63
					01-19-000-73530	701.82
			W1586323		DIESEL FUEL USED 8/04-8/18/23	
					01-19-000-73545	1,782.69

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
203740	9/1/2023	011055 WARREN OIL CO.	(Continued)			
					60-00-000-73545	483.99
					63-00-000-73545	120.99
					64-00-000-73545	259.28
					01-26-023-73545	2,774.41
					01-26-024-73545	134.62
					01-21-000-73530	20.15
					Total :	**24,138.95**
203741	9/1/2023	018766 WEST CENTRAL MUNICIPAL	0007484-IN		MEMBERSHIP DUES - SUBURB TRI	
					01-26-023-72790	575.00
					Total :	**575.00**
203742	9/1/2023	013263 WEST SIDE TRACTOR SALES	S29164		OIL FILTER, FILTER ELEMENT, AIR	
					01-26-023-72540	481.36
					Total :	**481.36**
203743	9/1/2023	016927 WILL COUNTY DIVISION OF	082323		SIGNAL MAINT/C.H. 84-191ST ST A	
					01-26-024-72775	924.60
					Total :	**924.60**

94 Vouchers for bank code : apbank **Bank total : 451,554.67**

Bank code : ipmg

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4674	8/29/2023	018837 INSURANCE PROGRAM MANAGERS GR	210731W002		PAYEE-ALIGN NETWORKS INC	
					60-00-000-72542	134.42
					63-00-000-72542	25.60
					64-00-000-72542	68.58
					Total :	**228.60**
4675	8/29/2023	018837 INSURANCE PROGRAM MANAGERS GR	210731W002-1		PAYEE-ALIGN NETWORKS INC	
					60-00-000-72542	134.42
					63-00-000-72542	25.60
					64-00-000-72542	68.58
					Total :	**228.60**
4676	8/29/2023	018837 INSURANCE PROGRAM MANAGERS GR	210731W002-2		PAYEE-ALIGN NETWORKS INC	
					60-00-000-72542	134.42
					63-00-000-72542	25.60
					64-00-000-72542	68.58
					Total :	**228.60**
4677	8/29/2023	018837 INSURANCE PROGRAM MANAGERS GR	210421W008		PAYEE-VILLAGE OF TINLEY PARK	
					01-14-000-72542	121.76
					Total :	**121.76**

4 Vouchers for bank code : ipmg **Bank total : 807.56**

98 Vouchers in this report **Total vouchers : 452,362.23**

Bank code : ipmg

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.

_____Village President

_____Village Clerk

_____Date

Interoffice Memo

Date: September 5, 2023

To: Village Board

From: Pat Carr, Village Manager

CC: Hannah Lipman, Asst. Village Manager

Subject: Teehan Lease

Staff is recommending approval of the Teehan property lease to Teehans H.S. LLC. The lease will be for 6 months commencing on October 1, 2023 and ending April 1, 2024.

Interoffice Memo

Date: September 5, 2023

To: Village Board of Trustees

From: Kristin Thirion

Subject: Teehan's HS, LLC – Class A Liquor License

The petitioner, Teehan's HS, LLC, has approached the Mayor's Office seeking a Class A Liquor License associated with the historic establishment located at 17329 Oak Park Avenue.

Tinley Park ILLINOIS
Life Amplified

THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

ORDINANCE
NO. 2023-O-046

ORDINANCE AMENDING TITLE XI CHAPTER 112 SECTION 22 OF THE VILLAGE OF TINLEY PARK CODE OF ORDINANCES, PERMITTED NUMBER OF LIQUOR LICENSES (Teehan's HS License)

MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

ORDINANCE NO. 2023-O-046

ORDINANCE AMENDING TITLE XI CHAPTER 112 SECTION 22 OF THE VILLAGE OF TINLEY PARK CODE OF ORDINANCES, PERMITTED NUMBER OF LIQUOR LICENSES (Teehan's HS License)

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to regulate the number and class of liquor licenses within the Village; and

WHEREAS, the Village's Municipal Code establishes Liquor License classifications, fees, and payment schedules; and

WHEREAS, Teehan's HS, LLC, has agreed with the Village to lease the property and operate a liquor establishment at 17329 Oak Park Avenue in the Village; and

WHEREAS, the Village wishes to create a new Class A Liquor License to permit Teehan's HS to sell liquor from this establishment; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said amendment to Title XI Chapter 112 Section 22 of the Municipal Code, increasing the number of Class A liquor licenses.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as finding of fact as if said recitals were fully set forth herein.

SECTION 2: That the Code of Ordinances of the Village of Tinley Park be hereby amended to increase the number of Class A liquor licenses from 23 to 24, with deletions in strikethrough and additions in underlined text so that the Village Code shall be read as follows:

§ 112.22 PERMITTED NUMBER OF LICENSES.

(A) There shall be in force the following:

Class of License	Permitted Number
A	~~23~~ 24
AV	15
AV-1	9
B	17
C	0
CV	3
D	3
DV	4
E	8
EV	11
F	1
G	4
I	1
J	1
K	3
L	3
N	3
O	1
OV	1
P	1
Q	N/A
R	1
S	2
T	0
UV	1
UV-2	1

(B) No license shall be issued in excess of the above limitations.

SECTION 3: This Class A Liquor License shall be issued by the Local Liquor Commissioner to Teehan's HS, LLC, or their designees, as determined by and pursuant to the conditions authorized by the Local Liquor Commissioner.

SECTION 4: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 5: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 6: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 5th day of September, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 5th day of September, 2023.

_____
VILLAGE PRESIDENT

ATTEST"

_____
VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2023-O-046, " ORDINANCE AMENDING TITLE XI CHAPTER 112 SECTION 22 OF THE VILLAGE OF TINLEY PARK CODE OF ORDINANCES, PERMITTED NUMBER OF LIQUOR LICENSES (Teehan's HS License)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 5, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of September, 2023.

_____
VILLAGE CLERK

PLAN COMMISSION STAFF REPORT

August 17, 2023 – Public Hearing

Drip Drop Smokes – Special Use Permit for a Tobacco Store

17133 Harlem Avenue

Petitioner
Rahid Doleh, on behalf of Drip Drop Smokes (tenant)

Property Location
17133 Harlem Avenue

PIN
28-30-300-024-0000

Zoning
B-3 (General Business & Commercial)

Approvals Sought
Special Use Permit

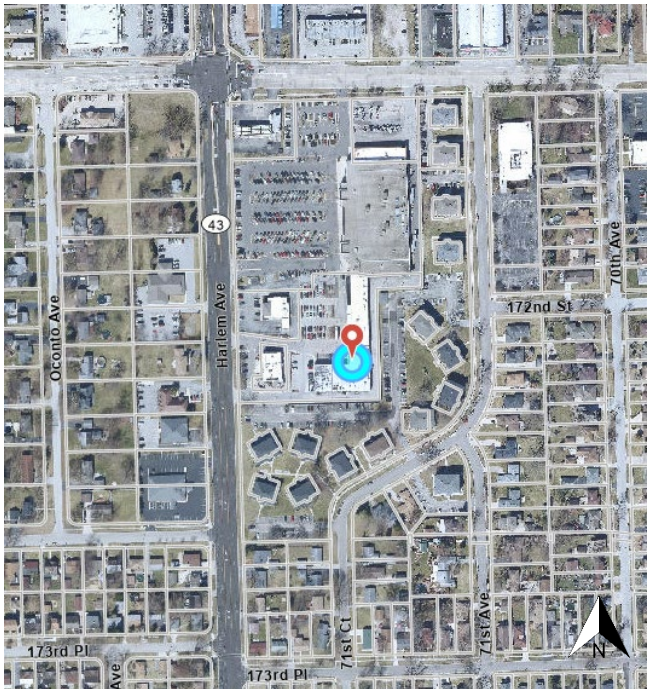
Project Planner
Jason Engberg, AICP
Planning Manager

EXECUTIVE SUMMARY

The Petitioner, Rahid Doleh, on behalf of Drip Drop Smokes is requesting a Special Use Permit for a *Tobacco Store* as a tenant occupying 17133 Harlem Avenue within the Tinley Park Commons, a multi-tenant commercial shopping plaza. The property is within the B-3 (General Business & Commercial) zoning district.

Drip Drop Smokes is an existing business which obtained a special use permit in May 2022 to conduct a retail use for tobacco products. A new owner is now seeking to buy and operate the business. The Village's Zoning Ordinance states that a change in ownership of the land or business results in the expiration of a special use permit. Therefore, the potential business owner is required to obtain a new special use permit.

The Petitioner does not propose any changes to the site, building architecture, landscaping, or lighting and plans to continue to operate the business as it currently functions.



Location Map

Zoning Map

EXISTING SITE, ZONING, AND NEARBY LAND USES

The subject property at 17133 Harlem Avenue is an existing 1,166 sq. ft. tenant space in a multi-tenant commercial shopping plaza known as Tinley Park Commons, located on the southeast corner of 171st Street and Harlem Avenue. The tenant space is located within a row of several tenants that make up a large strip mall. Some of the adjacent inline tenant spaces include Duly Health, Rob's Aquatics, Top Nails, and Pooches N' Purrs. Additionally, there are three other outlots on the corner containing Shell, McDonald's, and Chase Bank. There are no other primary Tobacco Store uses in the shopping plaza but accessory sales do occur with at Jewel Osco and Shell gas station convivence store.

The subject property is located within the **B-3 General Business & Commercial Zoning District**. The table below indicates the surrounding zoning and land uses in the area:

Direction	Zoning	Land Use
North	B-3 General Business & Commercial District	Commercial Strip Center Jewel
East	R-6 Medium Density Residential District	Multi-Family Attached Housing Apartments/Condominiums
South	R-6 Medium Density Residential District	Multi-Family Attached Housing Apartments/Condominiums
West	R-1 Single-Family Residential District B-1 Neighborhood Shopping District B-4 Office and Service Business District	Single-Family Detached Home Standalone Commercial Businesses Funeral Home

Village Zoning Regulations

On January 4, 2022, the Village approved Ordinance #21-O-091 amending the Village's Zoning Ordinance for the purpose of regulating tobacco and nicotine related retail uses. The approved ordinance included specific definitions to the Zoning Ordinance and included restricting the use of a Tobacco Store to require a Special Use Permit in the B-2 and B-3 Zoning Districts, where it was previously permitted. Tobacco stores are prohibited in the other zoning districts.

No schools, childcare facilities, or other buildings used for educational or recreational programs for persons under the age of 18 years are located within 100 feet of the tenant space. This complies with the Village's Municipal Code Title XI, Section 120.10 "Proximity to Certain Institutions".

PROPOSED USE

The Petitioner is proposing that the business, Drip Drop Smokes, continues to operate as retail for tobacco products including vapes, hookahs, glass accessories, and tobacco. The specific location is desired because it is a heavily traveled commercial corridor and there are no immediate tobacco stores near the area. It has also been running as a successful business for over the past year.

The Petitioner will meet all State and local requirements with regards to selling tobacco including verifying identification of customers to ensure that all purchases are only made by those 21 years of age and older. The Petitioner will not allow smoking indoors nor within 15 feet from the tenant space.

The proposed hours of operation will continue to be as the previous ownership. The store will be open Monday to Saturday from 8:00am until 12:00am. It will be open on Sundays from 9:00am until 10:00pm.

No changes are proposed to the site, building's architecture, landscaping, lighting, or parking on the site. Parking in the multi-tenant parking lot is not expected to be a concern as the center was designed for a variety of retail and commercial uses.

SPECIAL USE PERMIT

A Special Use Permit is required for the operation of the proposed use as a *Tobacco Store* in the B-3 General Business & Commercial Zoning District per Section V.B. of the Zoning Ordinance. The Zoning Ordinance defines "*Tobacco Store*" as "*A retail establishment that derives 65% or more of its gross revenue from the sale of Tobacco Products and Alternative Nicotine Products, and in which the sale of other products is merely incidental*."

Special Use Permits are required for uses that may or may not be acceptable in the specific zoning district based on the unique nature of the use. In this situation, the primary concern is public health. In the adoption of the stricter regulations two main concerns arose that were noted as a desire to review the use under the standards of a special use:

1. Relation to other Tobacco Stores to avoid one area having a high concentration of tobacco stores that are highly visible to the public and may limit other preferred or by-right uses from locating to the area.

2. Relation to "Certain Institutions" that are geared toward children and people under 18 years of age. For example, schools, daycares, churches, pediatric offices, etc.

STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Findings of Fact have been drafted by staff and outlined below for Plan Commission consideration.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
   - ***Identification of customers will be verified to ensure all purchases are only made by those 21 years of age and older, as required by law. Smoking and vaping will not be permitted indoors nor within 15 feet of the establishment. No schools, child care facilities, churches, or other buildings used for educational or recreational programs for persons under the age of 18 years are adjacent to the proposed use. No tobacco stores exist on the subject property or adjacent sites currently.***

b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
   - ***The operation will be professional in nature, and occur within the tenant space. The operation will not permit loitering, and the store will be kept clean and aesthetically pleasing. Smoking or vaping will not occur within the space and odors will not present to neighboring tenants. The hours of operation will occur from 8:00am to 12:00am.***

c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
   - ***The building is existing and no changes are proposed to the exterior of the site.***

d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
   - ***The building and utilities are existing and no changes are proposed to the exterior of the site.***

e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
   - ***The operation has a single frontage for customer access, and is anticipated to only generate traffic that is similar to other commercial and retail uses.***

f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
   - ***The Petitioner has indicated they will meet all other Village regulations.***

g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
   - ***The operation as a retail business is expected to contribute revenue to the surrounding area and fill an existing commercial vacancy.***

MOTION TO CONSIDER

If the Plan Commission wishes to act on the Petitioner's request, the appropriate wording of the motion is listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioner's proposal. By making a motion, it does not indicate a specific recommendation in support or against the plan. The Commission may choose to modify, add, or subtract to staff's recommended motions and recommended conditions as they choose prior to voting on the motion.

> **"... make a motion to recommend that the Village Board grant the Petitioner, Rahid Doleh on behalf of Drip Drop Smokes, a Special Use Permit to operate a Tobacco Store at 17133 Harlem Avenue in the B-3 (General Business & Commercial) Zoning District, according to the submitted plans and adopt the Findings of Fact as listed in the August 17, 2023 Staff Report."**

LIST OF REVIEWED PLANS

	Submitted Sheet Name	Prepared By	Date On Sheet
	Applications with Narrative	Petitioner	7/11/23
	Special Warranty Deed	Petitioner	7/11/23
	Previous Staff Report 2022	Lori K.	4/21/22

THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

ORDINANCE
NO.2023-O-047

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A TOBACCO STORE TO DRIP DROP SMOKES AT 17133 HARLEM AVENUE

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

ORDINANCE NO. 2023-O-047

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A TOBACCO STORE TO DRIP DROP SMOKES AT 17133 HARLEM AVENUE

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, a petition for the granting of a Special Use Permit for a Tobacco Store at 17133 Harlem Avenue, Tinley Park, Illinois 60477 ("Subject Property") has been filed by Rahid Doleh on behalf of Drip Drop Smokes ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Special Use Permit should be granted on August 17, 2023 at the Village Hall at which time all persons were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

WHEREAS, the Plan Commission vote 5-0 and has filed its report and findings and recommendations that the proposed Special Use Permit be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Special Use Permit; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of facts as if said recitals were fully set forth herein.

SECTION 2: That the report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that they have met the standards for granting the Special Use Permit as set forth in Section X.J.5 of the Zoning Ordinance, and the proposed granting of the Special Use Permit as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

1. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
    - *Identification of customers will be verified to ensure all purchases are only made by those 21 years of age and older, as required by law. Smoking and vaping will not be permitted indoors nor within 15 feet of the establishment. No schools, child care facilities, churches, or other buildings used for educational or recreational programs for persons under the age of 18 years are adjacent to the proposed use. No tobacco stores exist on the subject property or adjacent sites currently.*

2. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
    - *The operation will be professional in nature, and occur within the tenant space. The operation will not permit loitering, and the store will be kept clean and aesthetically pleasing. Smoking or vaping will not occur within the space and odors will not present to neighboring tenants. The hours of operation will occur from 8:00am to 12:00am.*

3. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
    - *The building is existing and no changes are proposed to the exterior of the site.*

4. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
    - *The building and utilities are existing and no changes are proposed to the exterior of the site.*

5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
    - *The operation will have a single frontage for customer access, and is anticipated to only generate traffic that is similar to other commercial and retail uses.*

6. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by

the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.

- *The Petitioner has indicated they will meet all other Village regulations.*

7. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
    - *The operation as a retail business is expected to contribute revenue to the surrounding area and fill an existing commercial vacancy.*

SECTION 3: The Special Use Permit set forth herein below shall be applicable to the following described property

LEGAL DESCRIPTION:
PARCEL 1: LOT 2 IN JEWEL/OSCO SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 26, 1996 AS DOCUMENT NO. 96973461, IN COOK COUNTY, ILLINOIS

PARCEL 2: NONEXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF RESTRICTIONS BY AND BETWEEN AMERICAN STORES PROPERTIES, INC. AND SKW REAL ESTATE LIMITED PARTNERSHIP RECORDED DECEMBER 31, 1996 AS DOCUMENT NO. 96984094. SAID EASEMENTS ARE SET FORTH AND DEFINED IN SECTION 4 THEREOF AND ARE FOR INGRESS, EGRESS, PARKING, UTILITY LINES, BUILDING ENCROACHMENTS AND EMERGENCY EXITS.

PARCEL IDENTIFICATION NUMBER: 28-30-300-024-0000

COMMONLY KNOWN AS: 17133 Harlem Avenue, Tinley Park, Illinois

SECTION 4: That a Special Use Permit for operation of a Tobacco Store at the Subject Property in an approximately 1,167 sq. ft. tenant space, is hereby granted to the Petitioner, as described in the August 17, 2023 Staff Report and Public Hearing.

SECTION 5: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 6: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 7: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 5th day of September, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 5th day of September, 2023.

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2023-O-047, "AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A TOBACCO STORE TO DRIP DROP SMOKES AT 17133 HARLEM AVENUE" which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 5, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of September, 2023.

_____
VILLAGE CLERK

TO: **VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES**

FROM: **VILLAGE OF TINLEY PARK PLAN COMMISSION**

SUBJECT: **MINUTES OF THE AUGUST 17, 2023 REGULAR MEETING**

ITEM 1: **PUBLIC HEARING – DRIP DROP SMOKES, 17133 HARLEM AVENUE – SPECIAL USE APPROVAL**

Consider recommending that the Village Board grant Rahid Doleh on behalf of Drip Drop Smokes (tenant) a Special Use for a Tobacco Store at 17133 Harlem Avenue in the B-3 (General Business and Commercial) zoning district.

Present Plan Commissioners:
Chairman Gray
Steve Sepessy
Kurt Truxal
Terry Hamilton
Andrae Marak

Absent Plan Commissioners: Eduardo Mani
James Gaskill
Angela Gatto

Village Officials and Staff: Daniel Ritter, Community Development Director
Jason Engberg, Planning Manager
Lori Kosmatka, Associate Planner
Michael Whalen, Associate Planner
Jarell Blakey, Management Analyst

Petitioners: Rahid Doleh

Members of the Public: None

CHAIRMAN GRAY introduced Item 1.

COMMISSIONER SEPESSY made a motion to open the public hearing; COMMISSIONER TRUXAL seconded the motion. CHAIRMAN GRAY asked for a voice vote; all were in favor. He declared the motion carried and opened the public hearing.

CHAIRMAN GRAY confirmed proof of publication in accordance with state law.

Jason Engberg, Planning Manager presented the staff report.

CHAIRMAN GRAY invited commentary from the commission, no comments were noted.

CHAIRMAN GRAY invited the Petitioner to speak. The Petitioner, Rahid Doleh declined.

Motion to close Truxal, Second Sepessy

COMMISSIONER TRUXAL made a motion to recommend that the Village Board grant Rahid Doleh on behalf of Drip Drop Smokes (tenant) a Special Use for a Tobacco Store at 17133 Harlem Avenue in the B-3 (General Business and Commercial) zoning district. COMISSIONER HAMILTON seconded the motion.

Lori Kosmatka, Associate Planner, called the role; all were in favor and the motion was declared carried.

CHAIRMAN GRAY declared the motion carried. He noted that the item would go before Village Board on September 5th, 2023 .

Interoffice Memo

Date: August 14, 2023 (ECC) & September 5, 2023 (COW)

To: Committee of the Whole & Economic and Commercial Commission

CC: Daniel Ritter, Community Development Director

From: Carolyn Mitera, Business Retention & Marketing Specialist

Subject: First Amendment to the TIF Redevelopment Agreement- Tinley Park Plaza

BACKGROUND

Brixmor Property Group (Brixmor IA Tinley Park Plaza LLC) and the Village entered into a Tax Increment Financing Redevelopment Agreement dated September 15, 2020, as adopted by Resolution No. 20-R-085 for the redevelopment of the northern portion of the Tinley Park Plaza shopping center ("Phase 1 Project").

DISCUSSION

Phase 1 of the project has been completed and has strong tenant occupancy. The grocery tenant (Amazon Fresh) has not occupied their space yet but has completed substantial buildout work and have stated they remain committed to the location and Chicagoland area. If they choose to not occupy the space, the owner has committed to working diligently to fill the space with another grocer tenant. Brixmor is now looking to redevelop the southern portion of the Tinley Park Plaza ("Phase 2 Project") to build upon the success of the northern portion of the shopping center. The center has always been developed, and redeveloped, in phases. This would mean for the first time it would have a uniform exterior architectural design and site layout. The completion of the center will continue to attract higher-end tenants and further reduce vacancies.

Brixmor's redevelopment plan for Phase 2 is estimated to be $16 million. "But for" the Village's assistance toward the project, the Phase 2 renovations would not be able to move forward. Improvements include:

- Re-demising and renovating approximately 44,000 square feet of the southern portion of the shopping center's inline space, including the anticipated addition of two retail tenants to occupy over 30,000 sq. ft. of the space.
- Construction of three new "small shop" commercial spaces (1,500 - 1,800 sq. ft. each) between Phase 1 and Phase 2
- Plan for possible future out lot
- Landscaping Improvements
- Public sidewalks along Harlem Ave and improved internal walkway circulation
- Parking lot and overall site upgrades
- Façade updates on the new and existing in-line and existing outlot tenant spaces to match Phase 1 design

The Village has offered financial assistance in a new TIF reimbursement amount of $3 million (18.75%) of total Phase 2 project costs:

- $3 million in assistance for Phase 2 to support the building façade and site improvements that are not supported by increased rent. This would be TIF reimbursable expenses generated from the increment generated from the site. The timeline would be 10 years from the point that the Phase 1 incentive has been paid.

Additionally, due to the delay in Amazon Fresh/grocer opening they have asked for some flexibility on the Phase 1 sales tax incentive:

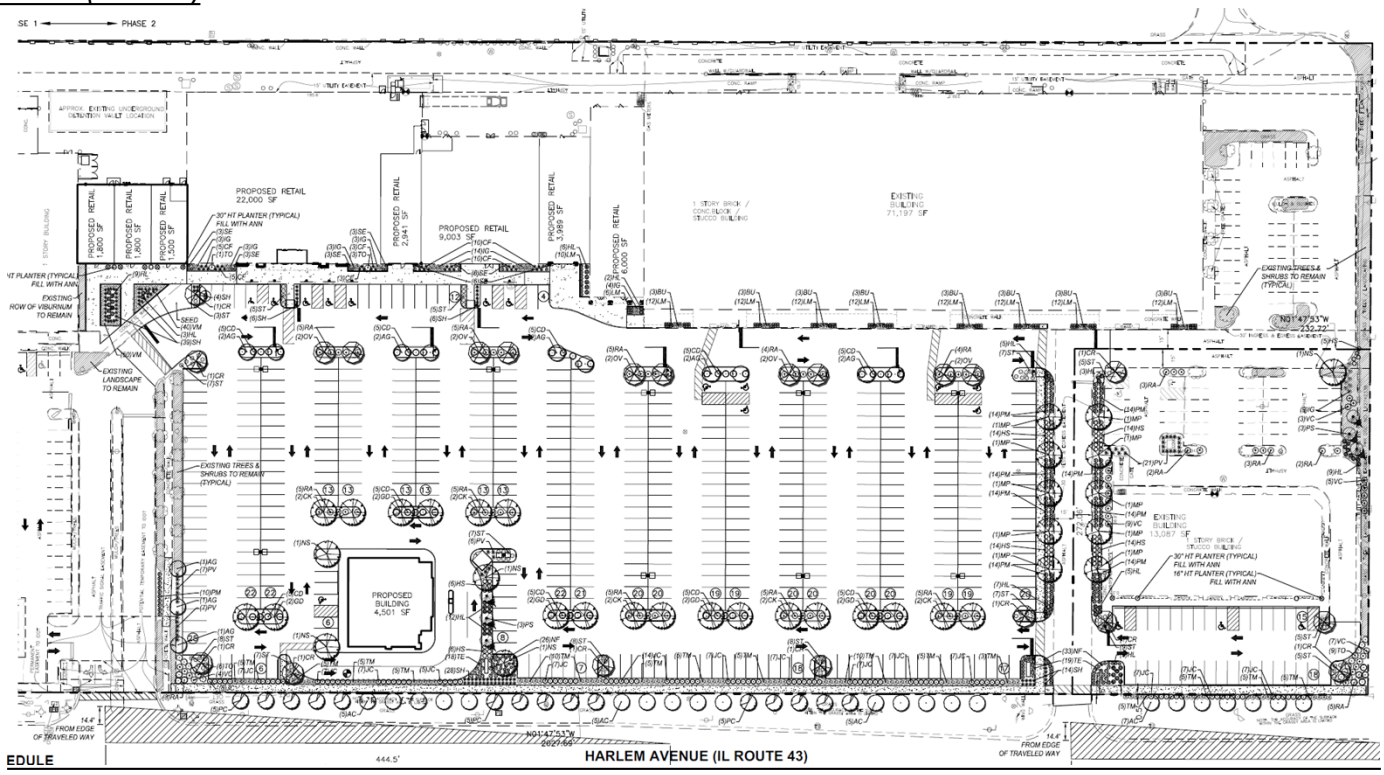
- $1.9 million in sales tax rebates from the Phase 1 incentive can be converted to be reimbursable through the TIF increment after all other reimbursements have been made.
- If Amazon decides not open, they will put in reasonable good faith efforts to fill the space with another grocery tenant.

The Resolution for the Redevelopment Agreement Amendment is scheduled for the September 5th Village Board agenda, along with any required zoning approvals for the project.

ATTACHMENTS:

- Phase 1 Memo (Sept. 14, 2020)
- Redevelopment Agreement (Tinley Park Plaza Phase 2 Project)

Site Plan (Phase 2)



Façade Renderings

Committee of the Whole Action

Move to the Village Board meeting for approval later this evening on September 5, 2023.

THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2023-R-101

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS AND BRIXMOR IA TINLEY PARK PLAZA, LLC

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION NO. 2023-R-101

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS AND BRIXMOR IA TINLEY PARK PLAZA, LLC

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park ("Village") has previously entered into Tax Increment Financing Redevelopment Agreement ("Agreement") with Brixmor IA Tinley Park Plaza, LLC ("Brixmor") pertaining to the redevelopment of the Tinley Park Plaza, and

WHEREAS, the Village desires to approve a First Amendment ("Amendment"), attached hereto as Exhibit 1, to said Agreement amending Section 6.4 of said Agreement; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, believe and hereby declare that it will be in the best interests of the Village and its residents to approve and authorize the execution of a Resolution Approving the First Amendment to the Tax Increment Financing Redevelopment Agreement by and between The Village of Tinley Park Cook County, Illinois and Brixmor IA Tinley Park Plaza, LLC, substantially in the form attached hereto as Exhibit 1 ("Tax Increment Redevelopment Agreement"); and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: The President and the Board of Trustees hereby approve the First Amendment to the Tax Increment Financing Redevelopment Agreement by and between The Village of Tinley Park Cook County, Illinois and Brixmor IA Tinley Park Plaza, LLC substantially in the form

attached hereto as Exhibit 1; and the Village President and/or the Village Manager are hereby authorized to execute said First Amendment to the Tax Increment Financing Redevelopment Agreement, subject to review and revisions as to form by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village of Tinley Park that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 5th day of September 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 5th day of September 2023.

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-101, "A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS AND BRIXMOR IA TINLEY PARK PLAZA, LLC," which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 5, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of September 2023.

_____
VILLAGE CLERK

Exhibit 1 – First Amendment of Incentive Agreement

Interoffice Memo

Date: September 14, 2020

To: Economic and Commercial Commission

CC: Kimberly Clarke, Community Development Director

From: Brad Bettenhausen, Finance Director & Priscilla Cordero, Business Development Manager

Subject: Brixmor Incentive Agreement and Resolution-Tinley Park Plaza

BACKGROUND

The Tinley Park Plaza shopping center (15903-16205 Harlem Avenue) began development in approximately 1974, and was expanded circa 1984-1988 which added Walt's Food Store and Builders Square as primary anchors. Although there have been several mergers, acquisitions, and related name changes, the shopping center has been beneficially owned by the Brixmor Property Group (specifically Brixmor IA Tinley Park Plaza LLC) since 1995. The south end of the plaza was renovated circa 2003-2006 with a primary focus on redeveloping space which had been previously occupied by Builders Square (~1988-1999) which anchored the south end of the center following the termination of the lease by Kmart Corporation. This renovation resulted in the addition of a new free-standing outlot building set closer to Harlem Avenue (16205 Harlem) as well as newly designed tenant spaces (currently The Tile Shop through Dollar Tree). In 2015-2016, an additional free-standing building was constructed at the north end of the center (15903-15915 Harlem), generally mirroring the building at the opposite end of the center.

DISCUSSION

Brixmor has proposed renovations and upgrades to the Tinley Park Plaza shopping center at an estimated total cost of $21.9 million. "But for" the Village's assistance toward the project, the renovations would not be able to move forward and current tenant interest in locating in the center would be lost and the shopping center would be adversely impacted.

The Village has offered financial assistance in an amount not to exceed $9.9 million, or 50% of the actual project costs, whichever is lower. This assistance will be funded by a combination of TIF incremental revenues generated by the shopping center properties alone, and incremental municipal sales taxes (1%) generated by all the businesses located in the shopping center over a ten (10) year period. A maximum of $8.1 million of TIF eligible costs are to be paid from the TIF increment generated, with the remainder ($1.8 million) to be paid from incremental sales taxes. The portion of the incentive to be funded between the TIF eligible costs and sales tax can fluctuate based on actual expenses, but in addition to the overall $9.9 million cap on the financial assistance noted earlier, the

amount that can be provided from the incremental municipal sales tax component cannot exceed $2.5 million.

As with most of the Village's incentive agreements, the burden is heavily on the developers to achieve the maximum amount of the incentive. If the property or sales tax increments do not materialize at the levels anticipated to fulfill the total support offered, it directly affects the amount of assistance that will be provided over the ten-year period of the agreement. Conversely, if the project is successful in attracting new retail to the center, as is anticipated, it is also possible for the agreement to be fulfilled in less than the ten years provided under the agreement.

Brixmor has been successful in getting two retailers under contract that intend to occupy approximately 63,500 square feet of retail space. Both retailers have established stringent requirements for the delivery of the renovated space and Brixmor has been working diligently to be able to meet those deadlines. The initial phase of the project entails demolition of approximately 87,000 square feet of the in-line center and construction of new retail spaces to accommodate the retailers under contract, as well as others yet to be determined. The Resolution was placed for first reading on the September 1st agenda with final approval on the 15th of September.

ATTACHMENTS: REDEVELOPMENT AGREEMENT (TINLEY PARK PLAZA PHASE I PROJECT)

FIRST AMENDMENT TO THE TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

by and between

THE VILLAGE OF TINLEY PARK, an Illinois Municipal Corporation

and

BRIXMOR IA TINLEY PARK PLAZA, LLC, a Delaware limited liability company

THIS FIRST AMENDMENT (the "Amendment") TO THE TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT is entered into this ___ day of ____, 2023, by and between the Village of Tinley Park, an Illinois municipal corporation (the "Village"), and Brixmor IA Tinley Park Plaza, LLC, a Delaware limited liability company (the "Developer"); (collectively, the "Parties").

PREAMBLE

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, as amended from time to time (65 ILCS 5/11-74.4-1 et seq.) (the "Act"), the Village has undertaken a program to redevelop certain property within the Village which is generally bounded as follows: 159th Street on the north (except for certain parcels west of Oak Park Avenue and north of 159th Street), the northern boundary of Siemsen Meadows (165th Street, extended) on the south, Oak Park Avenue on the east, and Olcott Avenue on the west (the "Redevelopment Project Area"). The Redevelopment Project Area is legally described and depicted in Exhibit A attached to the Agreement; and

WHEREAS, on August 18, 2020, the President and Board of Trustees (the "Corporate Authorities") of the Village, after giving all necessary notices and conducting all necessary meetings and public hearings required by the Act, adopted the following ordinances (collectively the "TIF Ordinances"): (A) Ordinance No. 2020-O-44: An Ordinance Designating the Tax

Increment Redevelopment Project Area; (B) Ordinance No. 2020-O-45: An Ordinance Approving the 159th and Harlem Redevelopment Plan and Redevelopment Project; and (C) Ordinance No. 2020-O-46: An Ordinance Adopting Tax Increment Financing; and

WHEREAS, the Parties entered into a TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT as adopted by Resolution No. 20-R-085 dated as of September 15th, 2020 (the "Agreement"), in connection with the redevelopment of the northern portion of Tinley Park Plaza Shopping Center (the "Phase I Project") at 15903-16205 Harlem Avenue, Tinley Park, Illinois (the "Shopping Center"); and

WHEREAS, the majority of the Phase I Project has been completed and has strong tenant occupancy; and

WHEREAS, the Shopping Center is experiencing persistent vacancies which are largely located in the southern portion of the Shopping Center; and

WHEREAS, the Parties desire that the Developer proceed to redevelop the southern half of the Shopping Center to build on the successes of the Phase I Project; and

WHEREAS, the Developer seeks to undertake a redevelopment plan which includes (A) re-demising and renovating approximately 44,000 square feet of the southern portion of the Shopping Center's in-line space; (B) new construction of three retail spaces and a possible future out lot, and (C) façade, landscaping, and parking lot upgrades and rehabilitation (the "Phase II Project"); and

WHEREAS, the Developer estimates that the hard and soft costs for the Phase II Project are approximately $16 million (the "Phase II Project Budget") as set forth on Exhibit B attached hereto; and

WHEREAS, without additional tax increment financing assistance from the Village, it is unlikely that the Developer would undertake the Phase II Project in its current configuration; and

WHEREAS, the Parties anticipate that the Developer will incur approximately _____ Dollars and No Cents ($_____) in Redevelopment Project Costs for the Phase I Project and the Phase II Project, as set forth in Exhibit B attached hereto; and

WHEREAS, to facilitate the Phase II Project, the Village is willing to provide additional tax increment financing assistance after it has paid the Maximum Reimbursement Amount pursuant to the original Agreement; and

WHEREAS, pursuant to Section 6.4 of the Agreement, the Parties may amend the Agreement by mutual written consent; and

WHEREAS, the Parties deem it in each Party's best interests to amend the Agreement pursuant to this Amendment.

NOW THEREFORE, in consideration of the representations, warranties, and mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals**. The recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Amendment as though they were fully set forth in this Section 1.

2. **Defined Terms**. All capitalized terms utilized in this Amendment not otherwise defined shall have the same meaning as ascribed to such terms as set forth in the Agreement.

3. **Phase II Economic Assistance**. The Agreement is hereby amended to add a new Article IIIA immediately following Article III as follows:

"**ARTICLE IIIA**

PHASE II INCENTIVES

3A.1 **Village Economic Assistance**. In consideration of the substantial commitment of the Developer to the development and construction of the Phase II Project and in order to induce the Developer to undertake the Phase II Project, the Village shall provide economic assistance to the Developer by reimbursing it for Four Million Nine Hundred Thousand Dollars and No Cents ($4,900,000.00) of Phase II Project costs (the "Phase II Maximum Reimbursement Amount"), by annual installment payments. The Phase II Maximum Reimbursement Amount shall be reimbursed, to the extent the Developer has incurred at the least the Phase II Maximum Reimbursement Amount in Redevelopment Project Costs as part of the Phase II Project, from Available Incremental Taxes.

3A.2 **Phase II Available Incremental Property Taxes**. Following the issuance of the Certificate of Expenditure for the Phase II Project, as set forth in Section 3A.5, and the payment of the Maximum Reimbursement Amount for the Phase I Project, the Village shall reimburse the Developer from Available Incremental Taxes generated during the Phase II Available Incremental Tax Term for Redevelopment Project Costs in the amount of the Phase II Maximum Reimbursement Amount. The term "Phase II Available Incremental Tax Term" shall mean that 10-year period, commencing on the first day of the full month following the earlier of (A) the Developer's receipt of the Maximum

Reimbursement Amount or (B) the later of the expiration of the Available Incremental Tax Term and the Available Incremental Sales Tax Term, and ending 10 years thereafter; provided, however, that if the Available Incremental Sales Tax Term never commences, the term "Phase II Available Incremental Tax Term" shall mean that 10-year period, commencing on the first day of the full month following the earlier of (Y) the Developer's receipt of the Maximum Reimbursement Amount or (Z) the expiration of the Available Incremental Tax Term, and ending 10 years thereafter. By way of example only, if the Developer receives the Maximum Reimbursement Amount on or about February 1, 2030, then the Phase II Available Incremental Tax Term shall commence March 1, 2030 and end March 1, 2040. By similar example only, if the Available Incremental Tax Term and the Available Incremental Sales Tax Term in the aggregate have ended on or about February 1, 2033, the Phase II Available Increment Tax Term shall commence March 1, 2033 and end on March 1, 2043. To the extent that the Phase II Maximum Reimbursement Amount has not been paid, reimbursements from Available Incremental Taxes shall be made on or about February 1st following each Collection Year during the Phase II Available Incremental Tax Term and on or about February 1st following the last Collection Year of the Phase II Available Incremental Tax Term. The Village shall include its calculations for each reimbursement payment in its transmittal of the reimbursement payment.

3A.3 The Developer agrees and understands that: (A) the sole source of funds for payment of the Phase II Maximum Reimbursement Amount is expressly limited to Available Incremental Taxes; (B) the Developer is assuming the risk that Available Incremental Taxes generated during the term of this Agreement, as amended, may be less than the total of the Maximum Reimbursement Amount and the Phase II Maximum

Reimbursement Amount; (C) the Developer will have no right to compel the exercise of any taxing power of the Village for payment of any of the reimbursement amounts; (D) the Village's reimbursement obligations pursuant to this Agreement do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the Village, the State of Illinois or any political subdivision thereof; and (E) to the extent that the Developer has been fully reimbursed for all TIF eligible Redevelopment Project Costs, there is no other source of funding for the remaining payments toward the Phase II Maximum Reimbursement Amount.

3A.5 **Timing of Reimbursement Payments**. Upon completion of the Phase II Project, the Developer shall submit a Certificate of Expenditure to document and substantiate the amount of Phase II Project costs incurred by the Developer, including the Redevelopment Project Costs. In addition to the Certificate of Expenditure, the Developer's submission shall include such evidence reasonably acceptable to the Village that validates the Developer has incurred such Redevelopment Project Costs. Such evidence shall include, but is not limited to, owner's sworn statements, contractor and subcontractor lien waivers, invoices and cancelled checks related thereto, or such other documents as may be appropriate or required. The Village shall approve the Certificate of Expenditure within thirty (30) days of receipt, provided that all necessary and sufficient supporting documentation has been supplied by the Developer. All costs approved pursuant to a Certificate of Expenditure shall be included in the calculation of Phase II Project costs. Within thirty (30) days of the commencement of the Phase II Available Incremental Tax Term, the Village shall make its first reimbursement payment from Available Incremental Taxes toward the Phase II Maximum Reimbursement Amount.

Thereafter, the Village shall make payments from Available Incremental Taxes on or about each February 1st during the Phase II Available Incremental Tax Term until the Developer has received the Phase II Maximum Reimbursement Amount. The Parties agree that to the extent that the Developer incurs Phase II Project Redevelopment Project Costs in excess of the Phase II Maximum Reimbursement Amount, such excess Redevelopment Project Costs may be allocated by the Developer, at its election, to Phase I Redevelopment Project Costs for the purpose of being reimbursed from Available Incremental Taxes. Such re-allocation of Redevelopment Project Costs is intended to permit the Developer to receive the Maximum Reimbursement Amount in the event that actual Incremental Sales Taxes are less than projected.

4. **Grocery Tenant**. Section 3.3 of the Agreement is hereby amended to add a new subsection (E) immediately following subsection (D) as amended by Section 4 immediately above as follows:

"E. In the event that Grocery Tenant terminates, or Developer terminates, the Grocery Tenant's lease at the Shopping Center, Developer agrees to use all commercially reasonable efforts to replace Grocery Tenant with another grocer tenant."

5. **Term of the Agreement**. The term of the Agreement set forth in Section 6.11 of the Agreement shall be extended until the earlier of: (A) the Developer's receipt of the Maximum Reimbursement Amount plus the Phase II Maximum Reimbursement Amount or (B) the last day of the Phase II Available Incremental Tax Term. The Village's obligation to make a final reimbursement payment of Available Incremental Taxes under the Phase II Available Incremental Tax Term shall survive the term of the Agreement and the Developer's rights and remedies to enforce such obligation shall survive the term of the Agreement.

6. **Commencement of the Phase II Project**. The Developer shall use commercially reasonable efforts to commence construction of the Phase II Project on or before the date that is one hundred eighty (180) days following the later of (A) the Corporate Authorities' execution of this Amendment and (B) the Developer's receipt of all necessary governmental approvals for the Phase II Project.

7. **Completion of the Phase II Project**. The Developer shall use commercially reasonable efforts to complete construction of the Phase II Project within twenty-four (24) months of commencement of work, subject to any Force Majeure Delays and extraordinary construction delays.

8. **Effect of Amendment**. This First Amendment amends the Agreement, and the terms and provisions hereof shall supersede and control over any contrary or conflicting terms and provisions set forth in the original Agreement. Except as expressly modified by this First Amendment, the remaining terms of the original Agreement continue, remain in full force and effect, are not modified by this First Amendment, and the Parties hereby ratify and confirm each and every provision thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized officers on the above date at Tinley Park, Illinois.

[Signature page to follow]

Village of Tinley Park
an Illinois municipal corporation

By: _____
Village President

Date: _____, 2023

ATTEST:

By: _____
Village Clerk

Date: _____, 2023

Brixmor IA Tinley Park Plaza, LLC,
a Delaware Limited Liability Company

By: _____

Its: _____

Date: _____, 2023

ATTEST:

By: _____

Its: _____

Date: _____, 2023

EXHIBIT A

Phase II Project Budget

Soft Costs	Amount
Impact Fees	
Other Permits & Fees	
Entitlement Costs	
Architects & Engineering	
Civil Engineering	
Environmental Consultant	
Soils/Geotechnical	
Legal	
Third Party Inspections/Reports	
Other Consultants	

Hard Costs	Amount
Site Work	
Sidewalk / ADA upgrade	
Landscaping	
Pylons	
Lighting Retrofit	
Stormwater Management Site Costs	
Building Demolition	
Shell Construction	
Façade / Non Anchor	
Roofing	
Contingency (Soft, Hard and Maintenance Costs)	
Environmental / Asbestos	
Parking Improvements	
Tenant Specific Costs (Landlord Work, TI and Commissions)	
Tenant Relocation and Buy Out Costs	
TOTAL	**$16,000,000**

EXHIBIT B

Redevelopment Project Costs for the Project and Phase II Project

Soft Costs	Amount
Pro-rated Soft Costs[1]	
SOFT COST TOTAL	

Hard Costs	Amount
Site Work	
Sidewalk / ADA upgrade	
Landscaping	
Pylons	
Lighting Retrofit	
Stormwater Management Site Costs	
Building Demolition	
Façade / Non Anchor	
Roofing	
Environmental / Asbestos	
Parking Improvements	
Tenant Specific Costs (Landlord Work and TI)	
Tenant Relocation and Buy Out Costs	
HARD COST TOTAL	[2]
TOTAL	

[1] Soft costs which are eligible Redevelopment Project Costs have been estimated based on the ratio of Redevelopment Project Costs hard costs divided by total Project and Phase II Project hard costs.

[2] The Developer has estimated $_____ in hard and soft contingency costs. All contingency costs expended in furtherance of Redevelopment Project Costs shall be reimbursable subject to the Maximum Reimbursement Amount plus the Phase II Maximum Reimbursement Amount.

PLAN COMMISSION STAFF REPORT

August 17, 2023 – Workshop/Public Hearing

Tinley Park Plaza Redevelopment Phase 2 (Brixmor Property Group)

16039-16199 Harlem Avenue

Petitioner
Andrew Balzar of Brixmor Property Group, on behalf of Centrol/IA Tinley Park Plaza, LLC

Property Location
16039-16199 Harlem Avenue

PIN
28-19-100-057-000 & 28-19-100-058-000

Zoning
B-2 PD (Community Shopping, Tinley Park Plaza PUD)

Approvals Sought
- Special Use for Substantial Deviation to PUD
- Site Plan/Architectural Approval

Project Planner
Lori Kosmatka, AICP
Associate Planner

EXECUTIVE SUMMARY

The Petitioner, Andrew Balzar of Brixmor Property Group, on behalf of Centrol/IA Tinley Park Plaza, LLC is proposing Phase 2 redevelopment of the existing Tinley Park Plaza.

In 2020, the Village Board approved the "Phase 1" redevelopment of the northern portion of the plaza via a Special Use for Substantial Deviation to the Tinley Park Plaza Planned Unit Development (PUD). The Petitioner has returned with the plans identified as "Phase 2" for the redevelopment of the southern portion of the plaza.

The proposal for final approval includes work on the in-line building, parking lot reconfiguration, landscaping, and related site improvements. Building work includes infill construction of vacant land, renovating a portion of the existing building, and façade improvements on the remainder. The proposal will have a contemporary aesthetic similar and complementary to the recently approved adjacent Phase 1 portion of the plaza. Recommended code exceptions and conditions have been noted.

The Petitioner has also submitted plans for inclusion of a future outlot with a conceptual building and drive-thru on the west portion of the main parking lot, near Harlem Avenue. Further engineering and staff review as well as Plan Commission approval will be required along with a traffic analysis once a final design is proposed for the outlot.

EXISTING SITE & HISTORY

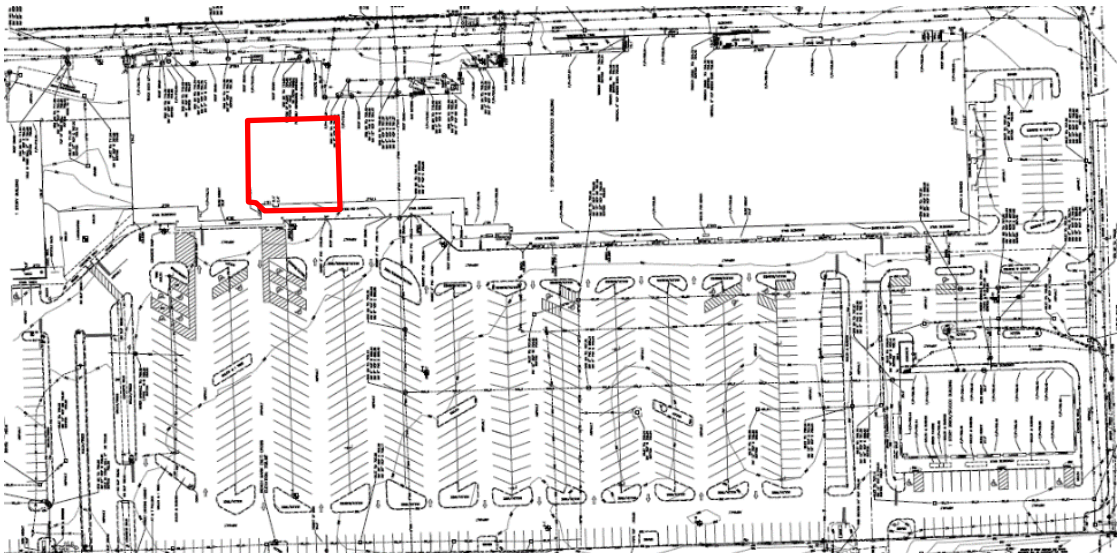
The subject property is Phase 2 of the Tinley Park Plaza. Tinley Park Plaza is a large shopping plaza located southeast of Harlem Avenue and 159th Street, north of 163rd Street. The plaza consists of a large in-line shopping center and two outlot buildings. The plaza was approved and began construction in 1974 and began a phase development/occupancy that the Petitioner notes was substantially completed in 1987. Upon acquisition, Brixmor Property Group representatives worked through various site plan scenarios to improve the existing property. In 2015 the 9,100 sq. ft. north outlot building was approved. In 2020, they redeveloped the northern part of the plaza's inline building, as "Phase 1" and received site plan/architectural approval and zoning entitlement approval for a Special Use to retroactively create a Planned Unit Development ("PUD"), approved as Ordinance #20-O-050. The redevelopment provided modernized façade improvement along with new landscaping, and parking lot reconfiguration/reconstruction. Additionally, demolition of the buildings southern end was included in Phase 1, which is now vacant land. Also, earlier in 2023, an ice cream shop opened and was administratively approved for minor changes to the parking field north of the northern edge of the inline building, for a new patio and relocated accessible parking spaces, which resulted in the loss of three parking spaces.

The Tinley Park Plaza's total lot area of 955, 982 sq. ft. (22 acres) is broken down as 433,934 sq. ft. for Phase 1, and 522, 070 sq. ft. for Phase 2. The Petitioner has provided an older survey of the whole plaza as well as a 2021 update of the current Phase 2 area.

Aerial – Current conditions

ZONING & NEARBY LAND USES

The subject property of Tinley Park Plaza is one of the Village's major commercial corridors located on Harlem Avenue with service, restaurant, and retail tenants. The northern portion of the inline building includes several commercial uses, including the grocer build-out. The southern portion of the inline building includes the former Walt's space, vacant spaces, The Tile Shop, Planet Fitness, LL Flooring, and Dollar Tree. The two existing northern outlots in the Tinley Park Plaza also include commercial uses.


ALTA Phase 2 Survey (2021, with angled parking & current vacant land in red

Zoning map

The subject property is zoned as the **Tinley Park Plaza PUD with underlying B-2 (Community Shopping) zoning district**. The retroactive creation of this PUD was a result of a mapping error in researching the zoning for this parcel. Since 1977 the property was noted as a Planned Unit Development (PUD) however the property was annexed in 1968 with a B-2 (Community Shopping) zoning designation and there was no record of subsequent zoning for a PUD. The ordinance approving the Special Use for a PUD (Ord. #20-O-050) noted nine Exceptions to the Zoning Code. One of these was an exception of the required 26' aisle width in a parking lot to allow 24' aisle widths as defined in the approved Site Plan. Another was an exception to the required parking ratios to allow for a total of 511 parking spaces in accordance with the approved site plan.

Direction	Zoning	Land Use
North	B-2 Community Shopping	Commercial
East	B-2 PD (Community Shopping, Tinley Park Shopping Center PUD)	Commercial
South	B-4 (Office and Service Business)	Commercial
West-northerly	B-3 PD (General Business & Commercial, Park Center Plaza PUD)	Commercial
West-southerly	B-3 PD (General Business & Commercial, Park Place PUD	Commercial

PROPOSED USE REQUIRING SPECIAL USE

The Petitioner proposes the Phase 2 improvements to the southern portion of Tinley Park Plaza as a major capital investment. Since this property is a Planned Unit Development (PUD), a Special Use for a Substantial Deviation to the PUD is required along with site plan/architectural approval.

Proposed building changes, from north to south, include infill construction and renovations along with façade improvements. The infill is proposed on the currently vacant land at the north edge of the Phase 2 area (immediately south of the grocer build-out) which will re-connect the inline shopping center. The 5,206 sq. ft. infill construction of 44,060 sq. ft. combined provide 49,266 sq. ft. of floor area to create eight new tenant spaces in the in-line building. The infill will provide three small tenant spaces, and the renovation will provide five tenant spaces, one of which will be a 22,000 sq. ft. anchor. Additional façade improvements are also proposed on the southern existing remainder of the in-line shopping center to create an updated, cohesive look for the entire Phase 2, complementing the previously approved existing Phase 1 improvements.

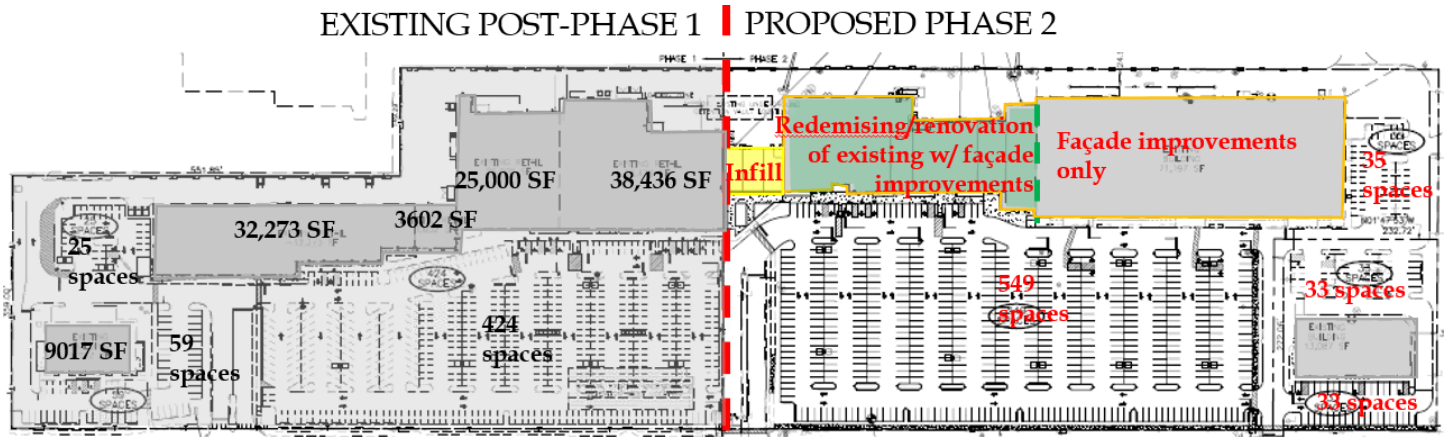
Parking lot improvements and landscaping changes are also proposed, which include the area around the existing south outlot building. Finally, approval is being sought for a conceptual plan option for a 4,501 sq. ft. outlot building with a drive-thru at the west portion of the site along Harlem, at the north edge of Phase 2.

Exceptions are proposed for the Phase 2 including:

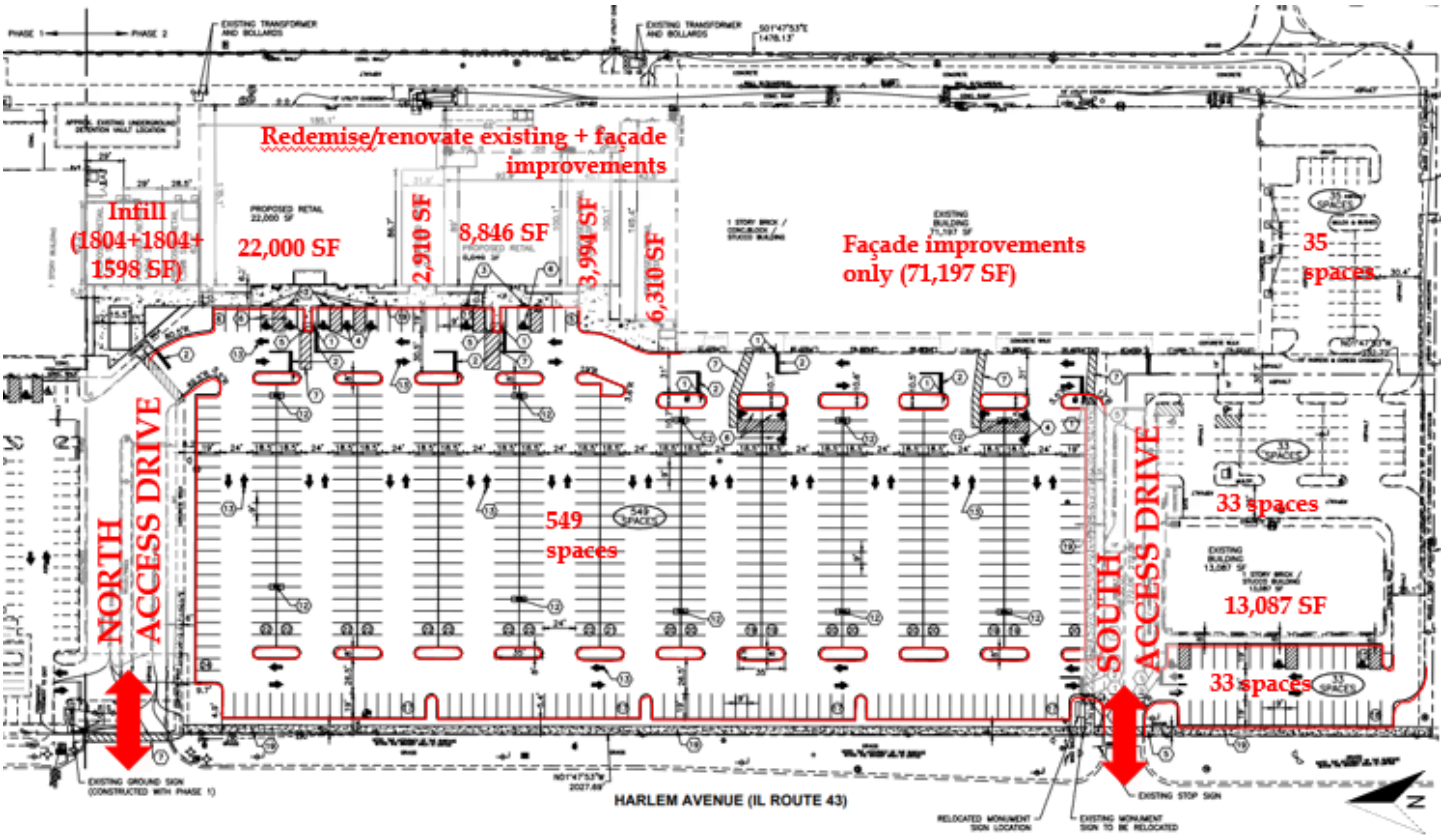
1. An exception of the required 26' aisle width in a parking lot to allow 24' aisle widths as defined in the approved Site Plan.
2. An exception to the required parking ratios to allow for 650 parking spaces in the Phase 2 area in accordance with the site plan for final approval. This does not include the conceptual plan option for a proposed 4,501 sq. ft. building outlot drive-thru development.
3. An exception of the required building materials to allow for the use of alternate building materials in the percentages as identified in the approved architectural elevation plans.
4. An exception in the maximum building height of 35' to allow a structure to be built at a height of 36'-4" as identified in the approved architectural elevation plans.
5. An exception to the maximum light pole height of 25' to increase light pole heights to be erected at a maximum of 40' in height.

The Petitioner states that depending on Village approvals, they intend to commence Phase 2 work in late 2023, to complete in 2024. Once a final design is proposed for this outlot option, it must be in substantial conformance to the plans as proposed herein. Additionally, the Village will require a traffic analysis for the final design of the outlot drive-thru development, which will be reviewed as part of the final engineering review process. Plan Commission approval will also be required. Conditional language has been recommended in the motions to consider.

SITE PLAN



Marked Up Overall Proposed Site Plan (Combined Post-Phase 1 & Proposed Phase 2)



Marked Up Proposed Phase 2 Site Plan - highlighting building scope & square footage, parking counts, changing curbing & landscape islands

Summary

The north edge of Phase 2 includes the main east-west access drive to Harlem Avenue and current vacant land separating the inline development. The building proposal includes infill construction at the north end of Phase 2, the renovating of existing building in the middle, and façade only improvements at the south end.

The above site plan images are marked up in red by staff to highlight proposed key improvements of building scope with square footage, parking counts, & changing outlines for curbing and landscape islands. Stop bars/signage, and directional pavement markings are additionally proposed, along with pedestrian features.

Pedestrian Facilities

A 6' wide sidewalk along Harlem Avenue is now included within the property in Phase 2, whereas the crosswalk over the north access drive and the existing Phase 1 sidewalk are outside the property, thus creating a minor jog. A recommended

condition states that if the new sidewalk is located on the property and is to be maintained the Village, then a Sidewalk and Public Access Agreement must be recorded and supplied to the Village prior to occupancy.

Planter wall height and material was not identified. Also, landscape planters within walkways and access (crosswalks, walkways, aisles) are proposed. A condition has been recommended stating material specifications are required for the planter wall, to be complementary to the building design, for review and approval by Village staff in the building permit process.

Pedestrian access appears sufficient around the planters, being at least 11' wide in front of the 3-space infill, and 10.5' in front of the redemising/renovation work. No changes are proposed to the existing planters in front of the existing southern portion of the building where only façade improvements are now sought. Additionally, the front of the outlot building will have an 8 foot wide walkway access.

Vehicle Access

Access and drive aisle modifications are proposed. The main northerly east-west access drive largely remains, only proposing to remove the west cross-access to the major parking field. This will be replaced by infilling with landscape barriers and continuation of the parallel concrete walkway. The southerly east-west access drive will be slightly realigned.

The edges of the easterly north-south drive aisle running parallel to the inline building is proposed to be slightly revised to provide a niched, continuous, straight edge of 90 degree 19' deep parking stalls perpendicular to the building (similar to what was approved in Phase 1). The walkway between this row of parking and the building's frontage is also proposed to be straightened. This easterly north-south drive aisle width is proposed here as 30.5 feet, increasing to 31 feet further south. The westerly north-south aisle near Harlem is proposed two-way, 26.5' wide.

Parking Improvements

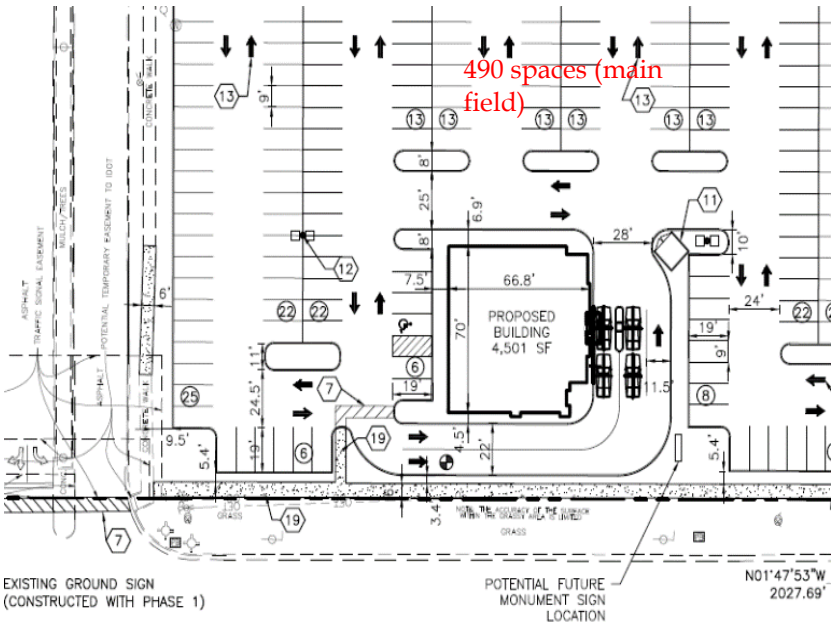
Parking improvements occur in the major 549 stall field and the 33 stall field in front of the south outlot. The major 549 stall field is proposed to have its internal east-west drive aisles be two-way, 24' wide. The stalls in this field which are surrounded on both sides by aisles are proposed as 18.5' deep, while edge stalls as 19' deep. The field in front of the south outlot proposes a two-way 24' wide aisle with 19' deep stalls. Parking stalls are proposed to go from angled to 90-degree orientation, and new landscaped end islands. The Zoning Ordinance requires two-way aisles be a minimum 26' wide, thus an Exception is sought. Previously approved Phase 1 included 24' wide drive aisle widths as an Exception.

Enclosures, Carts, and Designs

Other site design includes a new trash enclosure and a new dock at the rear for the main anchor tenant. The Petitioner confirmed that turning movement exhibits show the site can accommodate garbage vehicles behind the building. Also, the Petitioner confirmed cart corrals are not required for any of the future tenants.

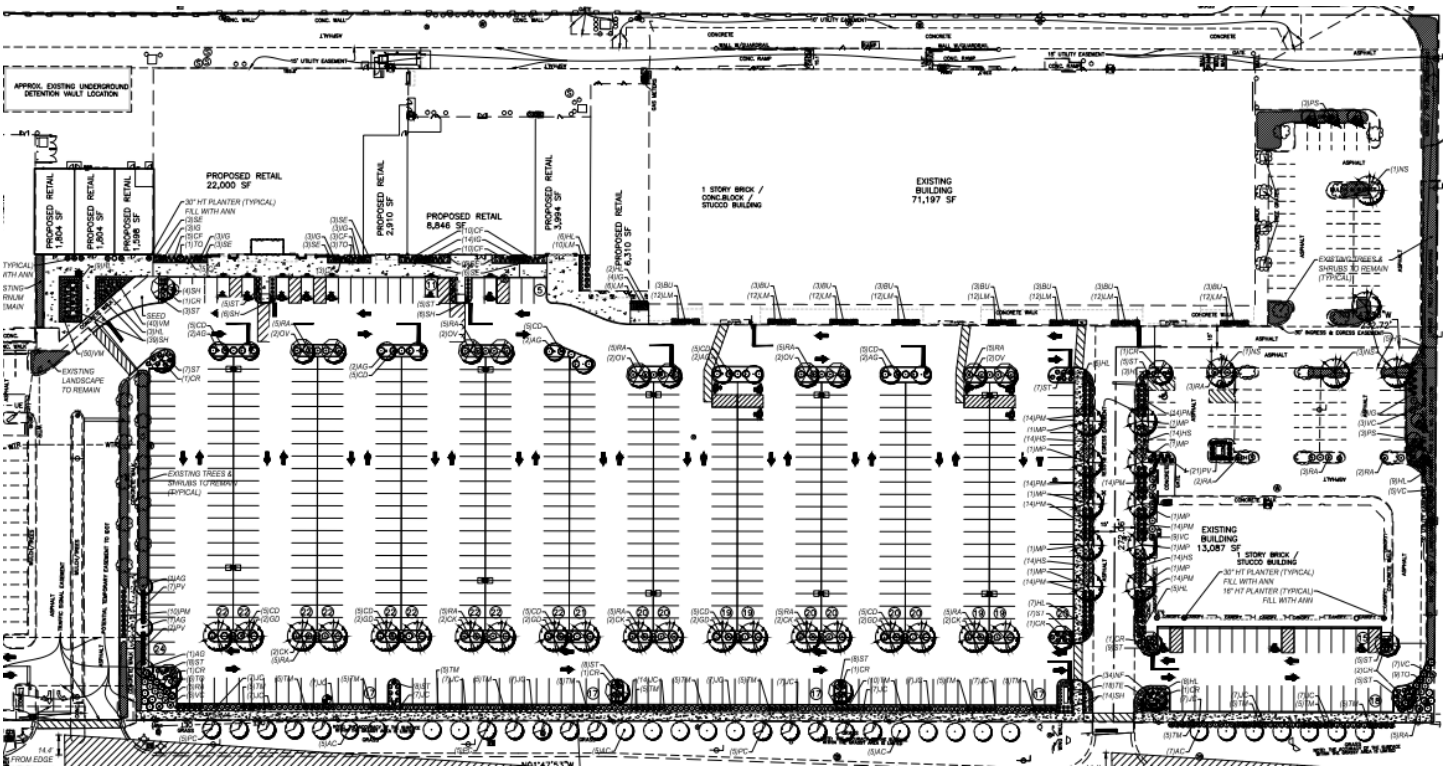
Conceptual Outlot Drive-Thru Site Plan

At this time, along with the final approval request described above, the Petitioner is also requesting conceptual site plan approval for a west outlot building with a drive-thru. The Petitioner only has a conceptual footprint at this time, to be located in the main parking field. The Petitioner does not currently have use-specific tenant details nor a finalized design at this time. Increased landscaping surrounding the drive-thru is shown along with a pedestrian connection to the Harlem sidewalk. Accessible parking and trash enclosure is also shown. Access, walkways, landscaping around the outlot are not shown, thus would be subject to future approval.



Conceptual Outlot Site Plan Excerpt

LANDSCAPE



Proposed Landscape Plan

The proposed landscaping plan is well-designed and improves the existing conditions. The proposal meets major aspects of the landscaping code, with some waivers needed. Landscape Waivers for proposed Phase 2 include:

1. Decreased landscaping coverage percentage of site (7.6% provided for Phase 2 and 7.1% of total plaza,10% minimum required for PUDs)
2. Decreased landscape bufferyards (west & south)
3. Decreased interior lot foundational landscaping (requirement as 10' wide landscaping to front 70% of side/s of all buildings fronting dedicated street)
4. Decreased parking lot landscaping (10% provided, 15% minimum required)
5. Decreased parking lot island width (8' provided, 10' minimum required)

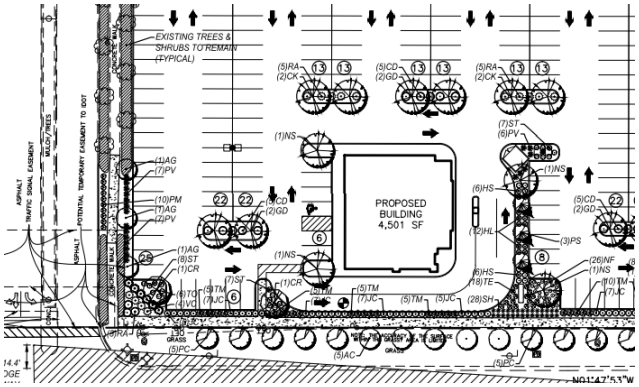
To help offset the impact of the waivers, the Petitioner increased caliper of 4" for shade/canopy trees, and provided additional shrubs to the far northwest and southwest corners of the Phase 2 property during initial staff review. This provides additional aesthetic appeal to a well-landscaped property. Further, though the landscaping coverage percentage of the site is below 10%, the Phase 2 percentage is greater than for Phase 1, thus increasing the overall percentage for the plaza.

Perimeter landscaping is provided. A row of hedge maple and flowering pear trees are proposed in the right-of-way outside the west property line along Harlem Avenue. There are also 24" high plantings on the other side of the sidewalk, separating it from the parking. Though most of the parking lot islands are 8' wide, others meet code of 10 feet. The islands also are 35 feet long area, exceeding the code minimum's 200 sq. ft. requirement.

Lastly, the existing recessed landscaping areas within the walkway in front of the south outlot building are no longer shown in order to accommodate the eight-foot wide walkway for that building. There are four small, round planters (30" and 16" high) proposed.

Conceptual Outlot Drive-Thru Landscape Plan

Additional landscaping is provided in the conceptual outlot landscape plan. Landscape end islands are proposed, consistent with other islands in the development. Landscaping is also proposed along the outer edges of the drive-thru. Several 24" high evergreen shrubs are proposed to the west, between the outlot and the west property line along Harlem Avenue. To the south, a canopy tree and columnar pines separates the drive thru from the rest of the main parking field. Any future development of this site would need its own landscape plan which will be reviewed by staff and the Plan Commission



ARCHITECTURE

No changes are proposed to the existing south outlet, and no designs are provided for the conceptual west outlot. The proposed architecture involves a variety of heights, canopy shapes with columnar articulation, and a material palette on the front of the Phase 2 inline building, which largely complementary to the approved Phase 1.

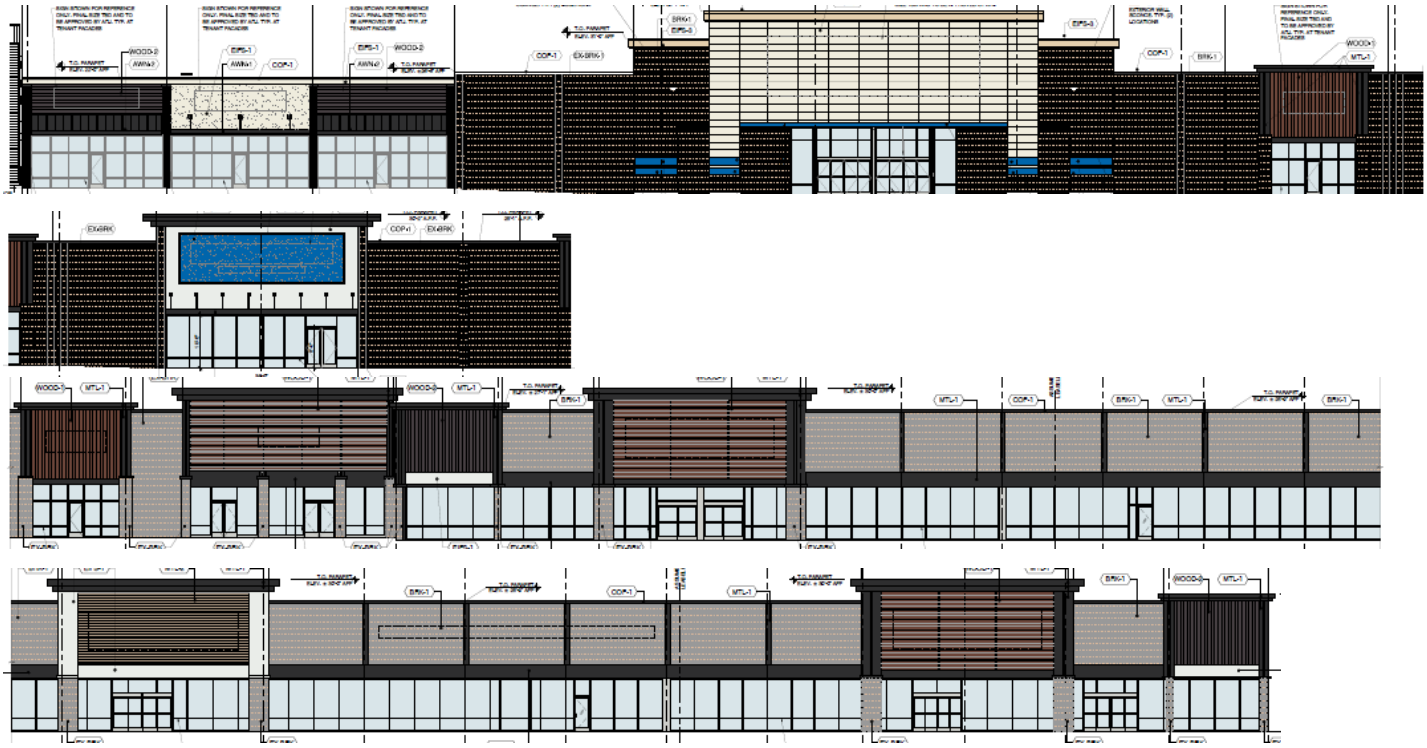
Previously approved Phase 1 drawings

The proposed building height variety provides some visual interest. The infill construction is proposed 22′ high and is at a slightly higher grade, which lowers at the adjacent main anchor space. The main anchor space also slightly increases in scale with proposed stepped heights between 26′-6″ to 36′-4″ high. The proposed junior anchor space is 30′-2″ at its entry. Further south, the remainder of the building is about 25′ high with canopies 30′ high. Zoning Ordinance requires maximum building height of 35′, thus an Exception is sought. Previously approved Phase 1 also included this Exception. Rooftop mechanical units are not yet finalized, but the Petitioner confirmed they will be screened from view from all adjacent properties and rights-of-way as required by code.

Proposed Phase 2 Drawing Excerpts:

Proposed Phase 2 Rendering, North End: Infill Construction & Redemising/Renovation (includes 22,000 sq. ft. anchor space with blue details)

Proposed Continuous Elevation of Phase 2 Frontage, per submitted material board sheet



Proposed Phase 2 Frontage

Materials & Design

The infill construction at the north end has a rhythm of three similar sized spaces with storefront glazing separated by columns with wall sconces. The coping is double-stacked black and "dover white". The upper portion of two of these three spaces are horizontally banded Nichiha Vintagewood "bark" color wood phenolic panels (for tenant signage within) with a standing seam charcoal gray metal awning (providing some verticality), while the unit in between "dover white" color EIFS with a charcoal gray hanger-rod style metal awning.

The main anchor space has a large canopy entry with large columnar elements, framed above by stacked fiber cement panels in a "dover white" color (for tenant signage within). This fiber cement feature provides a focal point with a modern look complementary to the rest of the building. There is also a blue band at the bottom of the canopy and double blue bands on the columnar elements. The remainder of this anchor frontage is largely brick with a tan color coping and two decorative sconces. The space south of the main anchor has black coping, slate gray metal, and vertically banded matte brown wood phenolic panels with brick and storefront glazing below. The proposed junior anchor is brick with a storefront entry that has "oyster shell" off-white color EIFS with a large blue panel for signage and a charcoal gray hanger-rod style awning below.

The elevations further south continue to largely utilize the various previously noted materials in a cohesive style such as brick, black coping, wood phenolic panels & storefront glazing. Some variation is provided with the large southern horizontally banded canopies, having matte brown wood phenolic panels with slate gray metal accent, and a metal tan canopy with dover white EIFS accent. Vertical bands of the bark color panels are also shown. The long stretches of flat façade with storefront glazing and brick also have vertical accent elements of slate gray metal to help provide a rhythm while visually breaking up its horizontal expanse.

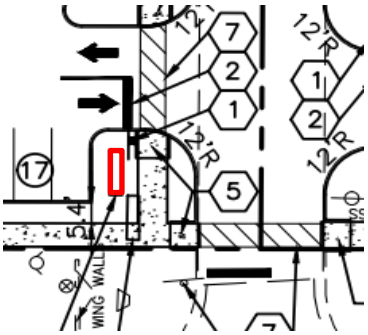
Material percentages of the above referenced materials on the front façade include 45% brick (new & existing), 9% masonry, 20% phenolic panels, 10% EIFS, and 16% metal, thus requiring an Exception. Zoning Ordinance requires a maximum of 15% of alternate building materials on any facade, thus an Exception is sought. Previously approved Phase 1 also included this Exception.

Proposed Color/Material Palette

Less material variety is needed on the side and rear facades. They are largely brick. The south/side building façade has a short wrapping stretch of the bark color wood phenolic panels with existing brick columns.

SIGNAGE

Regarding ground signs, Ordinance 2020-O-050 allowed for two ground signs to be installed with a 2' setback to the property line (as opposed to ten feet per code), which applied to the existing ground sign at the south access drive. This sign is now proposed to be relocated slightly as its current location will be within the proposed sidewalk. Though not dimensioned, it appears the new location will be setback at least 11.4'. Regarding the old Walt's ground sign, the Petitioner confirmed it will be removed. It was required to be removed as a condition of Phase 1. A condition has been recommended requiring the removal of Walt's sign and structure prior to occupancy/issuance of building permit.



Prop. Ground Sign Relocation

Regarding other signage, no new signage details were provided. Undimensioned dashed lines indicate intended wall signage placement. The junior anchor canopy has an undimensioned blue box surrounding its dashed lines. For Wall Signs, sign code states "*sign backgrounds that are inconsistent with the existing color palette of the building shall be counted as part of the sign face area*". Also, there is an "under canopy" sign noted at the main anchor space. Additionally, the conceptual outlot plan does show an additional ground sign. These and other signs will be required to meet code and previously approved substantial deviations (Ord. 2015-O-062 for 1.5 SF / LF for inline signs), and will be under separate sign permit. Lastly, no directional signage is proposed.

PARKING

In 2020, Staff noted the original Tinley Park Plaza PUD was approved with 200,365 sq. ft. gross leasable area and 929 parking spaces total for the shopping center, resulting in an overall parking ratio of **4.64 spaces/1 ,000 sq. ft.** of gross leasable floor area for the entire plaza. The Petitioner provided the following parking ratio numbers (*note: "Plaza" indicates the total area for the entire plaza development, phases 1 & 2 combined*):

Stage	**Area Covered**	**# Stalls**	**Gross Leasable Area (sq. ft.)**	**Parking Ratio (stalls/1,000 sq. ft.)**
Pre-Phase 1 & 2	Plaza	1095	262,585	4.2
Post-Phase 1 Approved in 2020 (Zoning Exception)	Phase 1	511	108,328	4.7
Post-Phase 1 Current (reduced 3 stalls, earlier 2023)	Phase 1	508	108,328	4.7
Pre-Phase 2 Current	Phase 2	617	129,372	4.8
Post-Phase 1 Current + Pre-Phase 2 Current	Plaza	1125	237,700	4.7
Proposed Final: Post-Phase 2	Phase 2	650	133,540	4.9
Proposed Final: Post-Phase 2 & Post-Phase 1 Current	Plaza	1158	241,868	4.8
Proposed Conceptual 4,501 sq. ft. Outlot	Phase 2	591	138,041	4.3
Proposed Conceptual 4,501 sq. ft. Outlot	Plaza	1099	246,146	4.5

The Phase 1 approved in 2020 allowed for 511 parking spaces for the Phase 1 area (parking ratio of **4.7 spaces/1,000 sq. ft.).**

The Petitioner's Phase 2 proposed parking lot reconfiguration involves going from angled to 90 degree stall orientation, island adjustments, with Phase 2 increasing 33 stalls (to 650). Along with increased building area the proposed Phase 2 parking ratio is **4.9 spaces/1,000 sq. ft.** No changes are sought to the Phase 1 area. Thus the proposed total for the whole plaza (phases 1 & 2), without the conceptual outlot, would be **4.8 spaces/1,000 sq. ft**. proposed for the currently requested final approval. The proposal for conceptual approval with the outlot would involve a loss of 59 spaces from the proposed 650 (or 26 from the current 617) along with increased building area resulting in **4.5 spaces/1,000 sq. ft.** This conceptual outlot scenario will require additional Village approvals once a final design is proposed.

The Zoning Ordinance requires 6.5 spaces/1,000 sq. ft. of gross leasable floor area for a planned shopping center. If this code standard is applied to this center for the <u>proposed final</u>, a total of 868 spaces would be needed for Phase 2. For the

proposed conceptual with outlot, then 897 spaces would be needed for Phase 2. An **Exception** has been proposed for the final proposal without the conceptual outlot.

Parking is an imperfect science and zoning ordinances do their best to assign ratios based on the average intensity of the uses. The code ratio dates back to the 80's and 90's, which by today's standards may be considered excessive. Retail locations are often overparked. Given the trends toward less car dependent shopping patterns, the proposed relationship of parking to the whole plaza's design, uses and circulation, the proposed parking ratio appears appropriate both with and without the conceptual outlot. In a large multi-tenant plaza such as this, there are many shared parking opportunities and a wide range of intensity of uses amongst its tenancy. This allows for flexibility based on different tenant peak hours. Staff has not observed any parking issues on the site in the past or present.

The Petitioner's narrative states today's retailers, particularly large, national retailers, know exactly how much parking is needed to serve their customers, because if customers cannot find adequate parking, they will not return. The Petitioner is confident that a 4.5/1000 sq. ft. ratio is sufficient to meet the blended demands of prospective tenants. In some cases, the Petitioner has already negotiated lease terms based on the proposed site plan.

Accessibility
There are 18 proposed accessible spaces in Phase 2. Though this is a reduction of 3 accessible spaces from existing, it will still go beyond the Illinois Accessibility Code requirements of minimum 13 accessible spaces for 650 spaces (2% accessible spaces for 501-1000 total spaces). With the conceptual outlot, 19 would be provided, where only 12 accessible spaces would be required.

LIGHTING

A photometric plan has been provided showing lighting with the conceptual outlot. Proposed exterior lighting largely includes site lighting as well as front building sconces, recessed canopy lights, and wall packs. Property line foot candles (fc) meet maximum code requirements of 2.0 fc. To the east & south, the maximum is 0.9 fc, and 1.4 on the west.

The site lights including existing and new fixtures in the parking lot with existing poles proposed for relocation with new concrete bases, due to the parking island reconfiguration. They are proposed as full cutoff (no uplight) LEDs to be mounted at 40 feet. These are consistent with the Phase 1 approved 40' site lighting. Zoning Ordinance requires maximum site light poles as 25', thus an Exception is sought. Previously approved Phase 1 also included this Exception.

Six sconces are proposed, four of which are Acuity/Lithonia OLLWU LED (4000K/1091 lumens fixtures mounted 7' high in front of the infill construction's three small tenant spaces. These are cylinder lights similar in design to adjacent fixtures on the Phase 1 grocer build-out. The remaining two sconces will be mounted at the main anchor space, and appear as a half sphere shape with uplighting. BUG ratings for all six sconces on the photometric plan are B1-U3-G3. No new sconces are proposed at the southern end of the Phase 2 façade improvements. A condition has been recommended stating the building sconce fixture selection requires a U0 rating (no uplighting), and will require fixture cut sheets with updated photometric for review and approval by Village staff in the building permit process.

The nine proposed Lumark wall packs are similar to the Phase 1 approved Sylvania non-cutoff wall packs. The proposed wall packs are only shown proposed in the rear of the 22,000 sq. ft. anchor space, thus not visible from the sides or front of the building.

STANDARDS FOR SITE PLAN & ARCHITECTUAL APPROVAL

Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan approval. Specific findings are not required but all standards shall be considered to have been met upon review from the Plan Commission.

Architectural

a. Building Materials: The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation, features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with "Building Articulation" (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it's the appearance if used on large, blank walls.

b. Cohesive Building Design: Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever an architectural style is chosen, a consistent style of architectural composition and building materials are to be applied on all building facades.

c. Compatible Architecture: All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures and streetscape. Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Where a development includes outlots they shall be designed with compatible consistent architecture with the primary building(s). Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.

d. Color: Color choices shall consider the context of the surrounding area and shall not be used for purposes of "attention getting" or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.

e. Sustainable architectural design: The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).

f. Defined Entry: Entrance shall be readily identifiable from public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element or enhanced landscaping.

g. Roof: For buildings 10,000 sf or less a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet of more, a change of at least five feet in height must be made for every 75 feet.

h. Building Articulation: Large expanses of walls void of color, material or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as "belly-bands" (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.

i. Screen Mechanicals: All mechanical devices shall be screened from all public views.

j. Trash Enclosures: Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

Site Design

a. Building/parking location: Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.

b. Loading Areas: Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.

c. Outdoor Storage: Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and are not permitted to occupy areas designated for parking, driveways or walkways.

d. Interior Circulation: Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible visitor/employee traffic shall be separate from truck or equipment traffic.

e. Pedestrian Access: Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways a cross walk shall be provided that is distinguished by a different pavement material or color.

STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Staff has prepared draft responses for these Standards below. The standards can be modified, or changes as the Plan Commission deems fit based on their findings from the public hearing.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
   - ***The Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare because the proposed project is consistent with the district zoning (B-2) as a Community Shopping Center located on a commercial corridor which currently operates with the similar commercial uses as proposed. The property has operated as a large, retail shopping center for over 30 years. The project will be constructed meeting current Village building codes and is among the highest and best uses for a parcel at a heavily traveled intersection.***

b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
   - ***The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The property has operated as a large, retail shopping center for over 30 years, serving as a community shopping center with similar uses to the neighborhood's business and commercial uses. The site will be well-landscaped with appropriate screening. The building will be constructed with quality materials.***

c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
   - ***The Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district because the majority of the property within this area has already been developed or is in the process of redevelopment. The property is appropriately located along a major commercial corridor, and already functions as a retail shopping center. The renovation of the property will likely further orderly development of surrounding properties.***

d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
   - ***The proposed improvements are to a shopping center that currently operates with adequate utilities, access roads, drainage and/or other necessary facilities. Truck turning studies have been performed and improvements have been made to the plans to ensure appropriate accommodation of delivery vehicles.***

e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
   - ***The proposed improvements are to a shopping center that currently operates with adequate ingress and egress access that minimizes traffic congestion in the public streets. The layout of the shopping center is designed to allow for safe and efficient movement of pedestrian and vehicular traffic.***

f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood,

and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.

- ***The Special Use conforms to all other applicable regulations of the Zoning Ordinance and Village regulations except for certain exceptions as part of the PUD approval. These exceptions are consistent with design and site design guidelines and contribute to the overall character of the development.***

g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

- ***The proposed redevelopment will contribute directly to the economic development of the community by providing commercial services to residents and visitors, and providing additional property and sales tax revenue. The proposal reflects a major investment in an existing shopping plaza along a major commercial corridor, which is anticipated to increase property value. The proposed enhanced architectural features represent a quality design which is anticipated to spur additional economic growth for the area, bringing new tenants and additional jobs to the community.***

MOTIONS TO CONSIDER

If the Plan Commission wishes to act on the Petitioner's requests, the appropriate wording of the motions is listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioner's proposal. By making a motion, it does not indicate a specific recommendation in support or against the plan:

Motion 1 (Special Use for Substantial Deviation):
"…make a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner, Andrew Balzar of Brixmor Property Group on behalf of Centrol/IA Tinley Park Plaza, LLC, for a Special Use for a Substantial Deviation for Final Approval with a conceptual plan option for a potential future outlot building with drive-thru to the Tinley Park Plaza Planned Unit Development for the property located at 16039-16199 Harlem Avenue, to redevelop the property identified as "Phase 2", in accordance with all plans and documents submitted and listed herein, and adopt the Findings of Fact as proposed by in the August 17, 2023 Staff Report, subject to the following conditions:

1. *The PUD exceptions from the Zoning Ordinance, as listed in the staff report, shall be included within the Final PUD ordinance documents for the Special Use for Substantial Deviation.*
2. *This approval includes a conceptual plan option for a potential future outlot building with a drive-thru. Once a final design is proposed for this outlot option, it must be in substantial conformance to the plans as approved with this Ordinance. Additionally, the Village will require a traffic analysis for the final design of the outlot drive-thru development, which will be reviewed as part of the final engineering review process. Plan Commission approval will also be required.*
3. *The final approval of all plans is subject to final engineering approval by the Village Engineer, and any other applicable jurisdictional approvals, including but not limited to MWRD, IDOT, and IEPA.*
4. *If the new Phase 2 sidewalk which is located within the property is to be maintained the Village, then a Sidewalk and Public Access Agreement must be recorded and supplied to the Village prior to occupancy.*
5. *The former Walt's ground sign and structure must be removed prior to any new occupancy.*

Motion 2 (Site Plan/Architectural Approval):
"…make a motion to grant the Petitioner, Andrew Balzar of Brixmor Property Group on behalf of Centrol/IA Tinley Park Plaza, LLC, Site Plan and Architectural Approval to redevelop the property identified as "Phase 2" for the property located at 16039-16199 Harlem Avenue in the B-2 PD (Community Shopping, Tinley Park Plaza PUD) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed in the August 17, 2023 Staff Report, subject to the following conditions:

1. *Site Plan / Architectural approval is subject to approval of the requested Special Use for Substantial Deviation to the PUD by the Village Board.*
2. *Site Plan / Architectural Approval includes options both with and without the conceptual plan for an outlot building with a drive-thru. Once a final design is proposed for this potential future outlot, it must be in substantial conformance to the plans as proposed herein. Additionally, the Village will require a traffic analysis for the final design of the outlot drive-thru development, which will be reviewed as part of the final engineering review process. Plan Commission approval will also be required.*
3. *Site Plan / Architectural Approval is subject to final engineering plan review and approval.*
4. *Material specifications are required for any potential planter wall, to be complementary to the building design, for review and approval by Village staff in the building permit process.*
5. *The building sconce fixture selection requires a U0 rating (no uplighting), and will require fixture cut sheets with updated photometric for review and approval by Village staff in the building permit process.*

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
	Application		
7pgs	Narrative & Standards	Petitioner	N/A, Recd 7/3/23
3pgs	ALTA Topo Survey	Woolpert, Inc.	8/7/20
1pg	Phase 2 Survey (update of the Phase 2 area of the plaza)	Woolpert, Inc.	12/8/21
1pg	Site Plan Overall Plaza (Sheet C200)	Woolpert, Inc.	6/23/23
1pg	Site Plan Overall Plaza with Conceptual Outlot (Sheet C200)	Woolpert, Inc.	6/23/23
1pg	Site Plan Phase 2 Only (Sheet C201)	Woolpert, Inc.	6/23/23
1pg	Site Plan Phase 2 Only with Conceptual Outlot (Sheet C201)	Woolpert, Inc.	6/23/23
1pg	Landscape Plan Phase 2 Only (Sheet C500)	Woolpert, Inc.	6/23/23
1pg	Landscape Plan Phase 2 Only (Sheet C500)	Woolpert, Inc.	6/23/23
2pgs	Photometric Plan	On-Site Lighting	7/11/23
19pgs	Preliminary Civil Plans	Woolpert, Inc.	6/23/23
1pg	Preliminary Drainage Plans	Woolpert, Inc.	5/8/23
1pg	Fire Truck Turning Plan	Woolpert, Inc.	6/23/23
1pg	WB-67 Turning Plan	Woolpert, Inc.	6/23/23
1pg	Floor Plans & Exterior Elevations (Excl Sheet LOD-201)	MG Architecture	6/21/23
1pg	Floor Plans & Exterior Elevations Sheet LOD-201	MG Architecture	5/19/23
1pg	Color Renderings	MG Architecture	6/21/23
1pg	Material Board (includes color palette & continuous elevation)	MG Architecture	6/21/23

THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

ORDINANCE
NO. 2023-O-048

AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION TO THE TINLEY PARK PLAZA PUD FOR PHASE 2 REDEVELOPMENT OF 16039-16199 HARLEM AVENUE (BRIXMOR PROPERTY GROUP)

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

ORDINANCE NO. 2023-O-048

AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION TO THE TINLEY PARK PLAZA PUD FOR PHASE 2 REDEVELOPMENT OF 16039-16199 HARLEM AVENUE (BRIXMOR PROPERTY GROUP)

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, a petition for the granting of a Special Use for a Substantial Deviation from the Tinley Park Plaza Planned Unit Development to allow for the redevelopment of Tinley Park Plaza located at 16039-16199 Harlem Avenue, Tinley Park ("Subject Property"), has been filed by Andrew Balzer of Brixmor Property Group on behalf of Centrol/IA Tinley Park Plaza, LLC, ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Special Use Permit should be granted on August 17, 2023, at the Village Hall of this Village of Tinley Park ("Village"), at which time all persons were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

WHEREAS, the Plan Commission voted 5-0 has filed its report of findings and recommendations regarding the Special Use for a Substantial Deviation with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Special use for a Substantial Deviation; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of facts as if said recitals were fully set forth herein.

SECTION 2: That the report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence

establishing that they have met the standards for granting the Special Use Permit for a Substantial Deviation set forth in Section VII.B.6. and Section X.J.5. of the Zoning Ordinance, and the proposed granting of the Special Use Permit as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
The Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare because the proposed project is consistent with the district zoning (B-2) as a Community Shopping Center located on a commercial corridor which currently operates with the similar commercial uses as proposed. The property has operated as a large, retail shopping center for over 30 years. The project will be constructed meeting current Village building codes and is among the highest and best uses for a parcel at a heavily traveled intersection.

b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The property has operated as a large, retail shopping center for over 30 years, serving as a community shopping center with similar uses to the neighborhood's business and commercial uses. The site will be well-landscaped with appropriate screening. The building will be constructed with quality materials.

c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
The Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district because the majority of the property within this area has already been developed or is in the process of redevelopment. The property is appropriately located along a major commercial corridor, and already functions as a retail shopping center. The renovation of the property will likely further orderly development of surrounding properties.

d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
The proposed improvements are to a shopping center that currently operates with adequate utilities, access roads, drainage and/or other necessary facilities. Truck turning studies have been performed and improvements have been made to the plans to ensure appropriate accommodation of delivery vehicles.

e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
The proposed improvements are to a shopping center that currently operates with adequate ingress and egress access that minimizes traffic congestion in the public streets. The layout of the shopping center is designed to allow for safe and efficient movement of pedestrian and vehicular traffic.

f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such

conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
The Special Use conforms to all other applicable regulations of the Zoning Ordinance and Village regulations except for certain exceptions as part of the PUD approval. These exceptions are consistent with design and site design guidelines and contribute to the overall character of the development.

g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
The proposed redevelopment will contribute directly to the economic development of the community by providing commercial services to residents and visitors, and providing additional property and sales tax revenue. The proposal reflects a major investment in an existing shopping plaza along a major commercial corridor, which is anticipated to increase property value. The proposed enhanced architectural features represent a quality design which is anticipated to spur additional economic growth for the area, bringing new tenants and additional jobs to the community.

SECTION 3: The Special Use Permit for a Substantial Deviation set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION:

Parcel 1

Lots 1 and 2 in the Plat of Tinley Park Plaza Subdivision, according to the Plat thereof recorded April 7, 2004 as Document Number 0409818067, being a subdivision of that part of the Northwest Quarter of Section 19, Township 36 North, Range 13, East of the Third Principal Meridian, in the Village of Tinley Park, Cook County, Illinois.

Also described as:

That part of the Northwest 1/4 of Section 19, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Commencing at the Northwest corner of said Section 19; Thence South 00 Degrees, 00 Minutes, 00 Seconds East along the West line of Section 19, 304.50 feet; Thence South 89 Degrees 57 Minutes 11 Seconds East, 70.00 feet to the point of beginning; Thence South 89 Degrees 57 Minutes 11 Seconds East, 359.00 feet; Thence South 00 Degrees 00 Minutes 00 Seconds East, 551.85 feet; Thence South 89 Degrees 57 Minutes 45 Seconds East, 154.13 feet; Thence South 00 Degrees 00 Minutes 00 Seconds East, 1,478.13 feet; Thence North 89 Degrees 42 Minutes 00 Seconds West, 513.13 feet to a point on the East Right-of-way of Harlem Avenue, said point being 70.00 feet East of the West line of the Northwest 1/4 of said Section 19; Thence North 00 Degrees 00 Minutes 00 Seconds West, 2,027.69 feet to the point of beginning, all in Cook County, Illinois.

Parcel 2

Together with rights contained in an Exclusive Easement for Ingress and Egress for the benefit of Parcel 1, as created by the Access Easement Agreement dated September 20, 1995, and recorded October 3, 1995 as Document 95669296, between the Village of Tinley Park, a municipal Corporation and the Mutual Life Insurance Company of New York, a New York Corporation, over the following described property, to wit: That part of the West 1/2 of the Northwest 1/4 of Section 19, Township 36 North, Range 13, East of the Third Prinicpal Meridian, taken as a Tract, more particularly described as follows:

Commencing at the Southwesterly corner of Lot 1 in Centennial Subdivision Unit 1, according to the Plat thereof recorded July 2, 1984 as Document 27155558; Thence South 00 Degrees, 00 Minutes, 00 Seconds West along the West line of said Lot 1, extended South 80.56 feet to the point of beginning; Thence Southeasterly along a tangential curve concave to the Northeast, radius 32.00 feet, central angle 79 Degrees, 32 Minutes, 42 Seconds, 44.43 feet; Thence South 79 Degrees, 32 Minutes, 42 Seconds East along a tangent 65.00 feet; Thence Northeasterly along a tangential curve concave to the Northwest radius 24.00 feet, central angle 26 Degrees, 21 Minutes, 27 Seconds, 11.04 feet to a point on the Westerly right of way line of Centennial Drive, as heretofore dedicated by Document 25509385 recorded July 9, 1980; Thence South 11 Degrees, 18 Minutes 53 Seconds West, 31.79 feet to a point on a 24.00 foot radius, the center of circle of said curve bears South 34 Degrees, 51 Minutes, 51 Seconds West from said point; Thence Westerly along said curve 10.12 feet, central angle 24 Degrees, 10 Minutes, 05 Seconds; Thence North 79 Degrees, 18 Minutes, 14 Seconds West along tangent, 34.70 feet; Thence Southwesterly along a tangential curve concave to the Southeast, radius 37.00 feet, central angle 102 Degrees, 00 Minutes, 19 Seconds, 65.87 feet; Thence South 01 Degrees, 18 Minutes, 33 Seconds East along tangent 24.82 feet; Thence Southwesterly along a tangential curve concave to the Northwest, radius 39.00 feet, central angle 39 Degrees, 04 Minutes, 44 Seconds, 26.60 feet to a point on aforesaid Westerly line extended South of Lot 1 in Centennial Subdivision; Thence North 00 Degrees, 00 Minutes, 00 Seconds East along said Westerly line extended 150.38 feet to the point of beginning, in Cook County, Illinois.

PIN: 28-19-100-057-000 and 28-19-100-058-000

Commonly known as: 16039-16199 S. Harlem Avenue, Tinley Park, Illinois

SECTION 4: That a Special Use Permit for a Substantial Deviation as defined in Zoning Ordinance Section VII.B.6., from the approved Tinley Park Plaza Planned Unit Development and previously approved Substantial Deviations (Ord. #2003-O-077, Ord. #2015-O-020, Ord. #2015-O-062, and Ord. #2020-O-050) for certain property described in the above section, to allow for the Phase 2 redevelopment of Tinley Park Plaza located at 16039-16199 Harlem Avenue, Tinley Park ("Subject Property"), in accordance with the "List of Reviewed Plans" attached hereto as Exhibit A, with the following Exceptions:

1. An exception of the required 26' aisle width in a parking lot to allow 24' aisle widths as defined in the approved Site Plan.
2. An exception to the required parking ratios to allow for 650 parking spaces in the Phase 2 area in accordance with the site plan for final approval. This does not include the conceptual plan option for a proposed 4,501 sq. ft. building outlot drive-thru development.
3. An exception of the required building materials to allow for the use of alternate building materials in the percentages as identified in the approved architectural elevation plans.
4. An exception in the maximum building height of 35' to allow a structure to be built at a height of 36'-4" as identified in the approved architectural elevation plans.
5. An exception to the maximum light pole height of 25' to increase light pole heights to be erected at a maximum of 40' in height.

subject to the following conditions:

1. The PUD exceptions from the Zoning Ordinance, as listed in the staff report, shall be included within the Final PUD ordinance documents for the Special Use for Substantial Deviation.

2. This approval includes a conceptual plan option for a potential future outlot building with a drive-thru. Once a final design is proposed for this outlot option, it must be in substantial conformance to the plans as approved with this Ordinance. Additionally, the Village will require a traffic analysis for the final design of the outlot drive-thru development, which will be reviewed as part of the final engineering review process. Plan Commission approval will also be required.
3. The final approval of all plans is subject to final engineering approval by the Village Engineer, and any other applicable jurisdictional approvals, including but not limited to MWRD, IDOT, and IEPA.
4. If the new Phase 2 sidewalk which is located within the property is to be maintained the Village, then a Sidewalk and Public Access Agreement must be recorded and supplied to the Village prior to occupancy.
5. The former Walt's ground sign and structure must be removed prior to any new occupancy.

SECTION 5: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 6: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 7: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 5th day of September, 2023.

AYES:
NAYS:
ABSENT:

APPROVED THIS 5th day of September, 2023.

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No.2023-O-048, "AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION TO THE TINLEY PARK PLAZA PUD FOR PHASE 2 REDEVELOPMENT OF 16039-16199 HARLEM AVENUE (BRIXMOR PROPERTY GROUP)" which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 5th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of September, 2023.

_____
VILLAGE CLERK

Exhibit A

Per the August 17, 2023, Plan Commission Public Hearing Staff Report

LIST OF REVIEWED PLANS

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1pg	Site Plan Phase 2 Only (Sheet C201)	Woolpert, Inc.	6/23/23
1pg	Site Plan Phase 2 Only with Conceptual Outlot (Sheet C201)	Woolpert, Inc.	6/23/23
1pg	Landscape Plan Phase 2 Only (Sheet C500)	Woolpert, Inc.	6/23/23
1pg	Landscape Plan Phase 2 Only (Sheet C500)	Woolpert, Inc.	6/23/23
2pgs	Photometric Plan	On-Site Lighting	7/11/23
19pgs	Preliminary Civil Plans	Woolpert, Inc.	6/23/23
1pg	Preliminary Drainage Plans	Woolpert, Inc.	5/8/23
1pg	Fire Truck Turning Plan	Woolpert, Inc.	6/23/23
1pg	WB-67 Turning Plan	Woolpert, Inc.	6/23/23
1pg	Floor Plans & Exterior Elevations (Excl Sheet LOD-201)	MG Architecture	6/21/23
1pg	Floor Plans & Exterior Elevations Sheet LOD-201	MG Architecture	5/19/23
1pg	Color Renderings	MG Architecture	6/21/23
1pg	Material Board (includes color palette & continuous elevation)	MG Architecture	6/21/23

TO: **VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES**

FROM: **VILLAGE OF TINLEY PARK PLAN COMMISSION**

SUBJECT: **MINUTES OF THE AUGUST 17, 2023 REGULAR MEETING**

ITEM 2: **PUBLIC HEARING – TINLEY PARK PLAZA (BRIXMOR) PHASE 2, 16039-16199 HARLEM AVENUE – SPECIAL USE FOR PUD DEVIATION AND SITE PLAN/ARCHITECTURAL APPROVAL**

Consider recommending that the Village Board grant Andrew Balzer of Brixmor Property Group, on behalf of Centrol/IA Tinley Park Plaza, LLC (property owner) a Special Use for a Substantial Deviation from the Planned Unit Development with Exceptions for Phase 2 of the redevelopment of Tinley Park Plaza located at 16039-16199 Harlem Avenue in the B-2 PD (Community Shopping, Tinley Plaza) zoning district. Site Plan approval is also being considered at the meeting.

Present Plan Commissioners:
Chairman Gray
Steve Sepessy
Kurt Truxal
Terry Hamilton
Andrae Marak

Absent Plan Commissioners:
Eduardo Mani
James Gaskill
Angela Gatto

Village Officials and Staff:
Daniel Ritter, Community Development Director
Jason Engberg, Planning Manager
Lori Kosmatka, Associate Planner
Michael Whalen, Associate Planner
Jarell Blakey, Management Analyst

Petitioners:
Andrew Balzer, Brixmor Property Group
Brian Bowles, MCG Architecture
Ryan Walter, Woolpert

Members of the Public: None

CHAIRMAN GRAY introduced Item 2.

COMMISSIONER MARAK made a motion to open the public hearing; COMMISSIONER TRUXAL seconded the motion. CHAIRMAN GRAY asked for a voice vote; all were in favor. He declared the motion carried and opened the public hearing.

CHAIRMAN GRAY confirmed proof of publication in accordance with state law.

Lori Kosmatka, Associate Planner, presented the staff report.

CHAIRMAN GRAY invited the Petitioners to speak. The Petitioners declined.

CHAIRMAN GRAY asked the Commissioners for comment.

COMMISSIONER SEPESSY had no comment.

COMMISSIONER MARAK noted that he is pleased with the change in the sidewalks. He would love to see even fewer parking spaces. There is a lot of parking without a lot of cars, in lots of places in the Village. Parking is a bigger issue for the Village to look at as it relates to code requirements.

COMMISSIONER TRUXAL commented that he had no additional comments and commended staff for their work on the staff report.

COMMISSIONER HAMILTON agreed with the statements and asked if there is a sidewalk in place on Harlem now, if there is not, then this would be a nice improvement.

Lori Kosmatka, Associate Planner, answered no, not for the proposed phase 2.

Dan Ritter, Community Development Director, noted they did this as well for phase 1. This is a good improvement to have for one of our biggest shopping centers.

CHAIRMAN GRAY commented that he likes the materials, design, and color palette on the façade. He has no issues with the 24' drive aisle width or the 40' lighting. These are like Phase 1. The landscaping looks fine. The thicker trees and dense shrubbery at the big corners at the northwest and southwest looks good to him. He asked about tenant occupancy, noting the Petitioner knows who is coming in, and that the staff reports mentions there are no shopping carts. He asked what would happen if a tenant leaves and new potential tenant would need shopping carts. He wanted to know if we are limiting the pool of who would operate in that structure. He also asked if the Petitioner is tied to phase 1. He received confirmation of yes.

COMMISSIONER MARAK also noted that potentially a grocery store was going to move in and potentially anchored by somebody else.

The Petitioner, Andrew Balzer, Director of Redevelopment for Brixmor Property Group, was sworn in. Regarding whether the lack of cart corrals would limit any future leasing activity, we would not tell anyone they could not come because of that. If it was something necessary, we would address it. We would come back for the necessary approvals to make the adjustment.

CHAIRMAN GRAY commented that in real time they could come back to readjust the parking. You may lose a spot or two. He also concurred with COMMISSIONER MARAK that often parking lots are a sea of asphalt. However he has no problem with the parking ratio. Parking needs can

evolve. Shopping habits are different now than they were in the 80's and 90's. He noted that for phase 1, that Amazon Grocer was going to be the fundamental anchor. Technically they are occupied but not open. He acknowledged that the Petitioner cannot predict the future, and there are economic forces beyond control, but they now have an unoccupied building. He felt it was bad to have unused occupancy of any new building. He normally wouldn't have an issue with the outlot, but just across the street there was an outlot building that was shut down numerous times, as an Applebees, Dugout, Bandanas, and now as Ascend. He would rather wait and see the spaces fill up before assessing an outlot. He then asked if there was an update on the Amazon opening. He asked what could be avoided in Phase 2. It would not be a good look to have new space not occupied or open.

Mr. Balzer noted the grocer was the catalyst which allowed improvements for the property. He stated it was unforeseen that they didn't open. We are being told they will open next year, but we do not know when. He believes we are all getting the same updates at the same time. Regarding Phase 2, they have an anchor and a junior anchor which is the catalyst to finish this project. There will be improved spec space that will attract tenants. This includes the three new small shops connecting the grocer with Phase 2 which will be unoccupied for a little bit longer. We weren't going to add additional speculative space due to the project's size, but in conversations with Staff we are building it now. We now feel this is the right approach to have a fully improved center with its entire environment looking like a Class A shopping center.

CHAIRMAN GRAY concurred. He noted you would want to make it all attractive to get new tenants. It is a perfect corridor. He is please with what Phase 1 brought, and wishes the grocer was open. Anytime we have new buildings that are attractive, we want them occupied.

Mr. Balzer noted that when we look at anchor tenants, we are very sensitive to the longevity as it is a significant investment. This was an unusual situation.

CHAIRMAN GRAY noted sometimes it can be unpredictable and the future can be fluid. He hopes they can open in a year.

MARAK stated that if there is a grocer in the space for Amazon Fresh, there will be a space for cart corrals there. That will still be a draw. He appreciates that the outlot building is not being pushed through here is drive thru because it is clear that is the trend and they are busy attracting a lot of activity. It looks like a good setup if the grocer gets in place.

CHAIRMAN GRAY concurred with COMMISSIONER MARAK. He noted that just a little further north, that corner has a lot of activity.

Mr. Balzer gave a compliment to Staff. It's nice to see this project come to fruition after many years. The report was detailed and staff was fantastic to work with.

CHAIRMAN GRAY asked if there were any public comments. Seeing none, he entertained a motion to close the public hearing.

COMMISSIONER TRUXAL made a motion to close the public hearing. COMMISSIONER

SEPESSY seconded. CHAIRMAN GRAY requested a voice vote; all were in favor and the motion was declared carried.
There were two motions for this item. CHAIRMAN GRAY requested a motion for the Special Use for Substantial Deviation.

Motion 1 –Special Use for Substantial Deviation

COMMISSIONER TRUXAL made a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner, Andrew Balzer of Brixmor Property Group on behalf of Centrol/IA Tinley Park Plaza, LLC, for a Special Use for a Substantial Deviation for Final Approval with a conceptual plan option for a potential future outlot building with drive-thru to the Tinley Park Plaza Planned Unit Development for the property located at 16039-16199 Harlem Avenue, to redevelop the property identified as "Phase 2", in accordance with all plans and documents submitted and listed herein, and adopt the Findings of Fact as proposed by in the August 17, 2023 Staff Report, subject the conditions as noted in the staff report.

COMMISSIONER HAMILTON seconded. Lori Kosmatka, Associate Planner, called the role; all were in favor. Motion carried.

CHAIRMAN GRAY requested a motion for the Site Plan and Architectural Approval.

Motion 2 – Site Plan and Architectural Approval

COMMISSIONER HAMILTON made a motion to grant the Petitioner, Andrew Balzer of Brixmor Property Group on behalf of Centrol/IA Tinley Park Plaza, LLC, Site Plan and Architectural Approval to redevelop the property identified as "Phase 2" for the property located at 16039-16199 Harlem Avenue in the B-2 PD (Community Shopping, Tinley Park Plaza PUD) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed in the August 17, 2023 Staff Report, subject to the conditions as noted in the staff report.

COMMISSIONER SEPESSY seconded. Lori Kosmatka, Associate Planner, called the role; all were in favor. Motion carried.

CHAIRMAN GRAY informed the petitioner item will go to Village Board on September 5th, 2023.

PLAN COMMISSION STAFF REPORT

August 17, 2022 – Public Hearing

Gas N Wash La Grange Road

SEC 183rd Street and La Grange Road / 18301 La Grange Road

Petitioner
Leonard McEnery, on behalf of Lenny's Gas N Wash Tinley Park, LLC

Property Location
18301 La Grange Rd

PIN
27-33-401-013-0000

Zoning
B-3 (General Business and Commercial)

Approvals Sought
Special Use Permits
Variations
Site Plan Approval
Plat Approval

Project Planner
Michael O. Whalen, AICP
Associate Planner

Daniel Ritter, AICP
CD Director

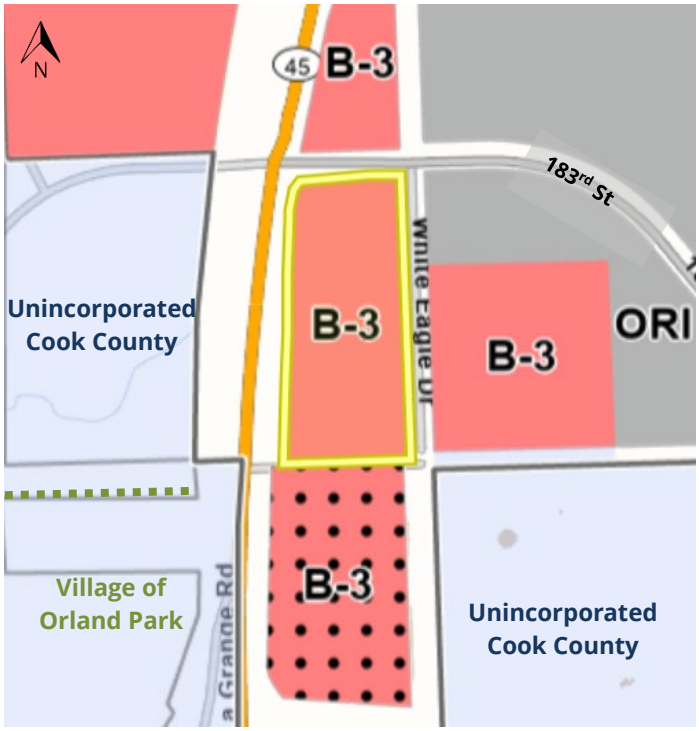
EXECUTIVE SUMMARY

The Petitioner, Leonard McEnery on the behalf of Lenny's Gas N Wash Tinley Park, LLC, is requesting: Special Use Permits for an *Automobile Service Station* and an *Automobile Car Wash, When Attached to a Service Station*; Variations (Urban Design Overlay, Parking Minimums, Signage); Site Plan/Architectural Approval; and Plat of Subdivision. The requests are to allow for the construction of a new gas station/truck stop with a carwash and a convenience store with two drive-thru restaurant tenants.

The undeveloped site is located in the B-3 General Business and Commercial Zoning District and is approximately 8.7 acres. The construction of this development will fill the vacant corner of 183rd Street and La Grange Road with a gas station, convenience store, and restaurants. Despite it being a highly visible site for commercial development, the property has some challenges to overcome including significant grade difference and limited access from both La Grange Road and 183rd Street.

After receiving feedback at the June 1st Plan Commission workshop, the Petitioner has made substantial changes to the site plan to address the concerns given at that meeting. The updated site plan includes improved internal and external circulation. The Petitioner also met with Cook County to discuss access and plat approval. The Petitioner will need to complete any requirements from Cook County as part of the approval process.

Location Map



Zoning Map

EXISTING SITE & HISTORY

The subject property is located at the southeast corner of the 183rd Street/La Grange Road intersection and is bound along its eastern lot line by White Eagle Drive. The approximately 8.7-acre property is undeveloped and has a significant slope, with the southeast corner being approximately eighteen feet higher than the northwest corner. The property was annexed into the Village in 1978 (Ord. No. 78-O-038) and remains vacant due, at least in part, to development challenges.

ZONING & NEARBY LAND USES

The subject property is located within the **B-3 General Business and Commercial Zoning District** and is also located in the **UD-1 Urban Design Overlay District**. The table below indicates the surrounding zoning and land uses in the area:

Direction	Zoning	Land Use
North	B-3 General Business and Commercial District	Undeveloped Land
East	B-3 General Business and Commercial District ORI Office Restricted Industrial District	Future Marriott Hotels Site Undeveloped Land
South	B-3 General Business and Commercial District	Mid-Continent PUD Hotels and Restaurants WLS Radio Transmission Tower
West	B-3 General Business and Commercial District R1 Single-Family Residence District (Cook County)	Advocate Health Care Facility Undeveloped Land

The B-3 zoning district is designed to accommodate a wide range of specialized commercial uses, including highway-oriented services and commercial types of establishments to serve the needs of motorists. The UD-1 overlay district

is intended to promote specific design standards concerned with the character and placement of non-residential buildings as well as the role and nature of the spaces between the buildings and the public streets.

Regional Land Uses

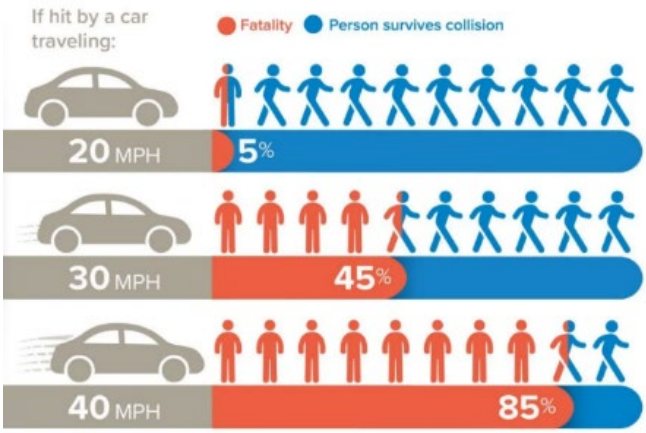
While the site itself and many of the adjacent properties are undeveloped, the major thoroughfares traversing the area provide an opportunity for a variety of automobile focused developments. This includes Moraine Valley Community College Southwest Education Center, the new Loyola Southwest Ambulatory Care Center, Advocate Medical Campus South, and White Mountain Golf Park. The proximity to Interstate 80 access also encourages specific service uses such as the existing Hilton and Country Inn hotels to the south and two other future hotel sites adjacent to the property. Given the existing and proposed land uses in the vicinity, vehicle and pedestrian traffic will likely be present in the area.

Streets and Roads.

Adjacent to the proposed site, La Grange Road is a six-lane principal arterial road with wide lanes, wide shoulders, and is owned and maintained by the Illinois Department of Transportation (IDOT). The speed limit on this segment is posted at 45 miles per hour but traffic routinely travels at much higher speeds as the road is designed to safely accommodate these speeds. The signalized intersection with 183rd Street contains nine lanes and is approximately 150 feet wide. The turn radii at the intersection are very wide to accommodate high-speed, free-flow right-turn traffic on all four corners. There are no sidewalks, crosswalks, or bicycle lanes.

At this location, 183rd Street is a four-lane collector road owned and maintained by the Cook County Department of Transportation and Highways. The road has wide lanes and turn radii, and the speed limit is posted at 35 miles per hour. This road design encourages and accommodates higher speeds. At the intersection with La Grange Road, 183rd Street is six lanes (with striped space for a seventh for a dual left turn) and is over 100 feet wide. There are no sidewalks, marked crosswalks, or bicycle lanes.

White Eagle Drive is a local street owned and maintained by the Village. The street is 40 feet wide and does not have lane striping. The posted speed limit is 35 miles per hour but there is no infrastructure present to encourage compliance. There are currently no sidewalks, crosswalks, or bicycle lanes, however as development occurs, sidewalk segments will be required to be installed by each developer.



National Traffic Safety Board (2017) Reducing Speeding-Related Crashes Involving Passenger Vehicles. Available from: https://www.ntsb.gov/safety/safety-studies/Documents/SS1701.pdf

In general, the roadways in this area create an uncomfortable, unsafe, and treacherous environment for pedestrians and cyclists with the high travelling speeds. The National Traffic Safety Board reports that pedestrians which are struck by a vehicle traveling at 40 miles per hour results in a fatality 85% of the time. The posted speed limits and actual travel speeds around this site are much higher than 40 miles per hour and the site must be designed in a way that will help keep pedestrians and non-vehicle users safe.

PROPOSED USE

The petitioner is proposing to construct a gas station and car wash which will serve both local and interstate visitor traffic. The gas station will include an 8,110 square foot convenience store with two drive-thru restaurant tenants (tenants are not yet confirmed). The petitioner is also pursuing a liquor license for the site and plans to have electronic gaming machines in the convenience store. Per Section V.B of the Zoning Ordinance, a Special Use Permit is required for both the gas station and car wash as described above within the B-3 General Business and Commercial Zoning District.

The nature of this development requires Variations from the Zoning Ordinance, specifically numerous provisions of the Urban Design Overlay District, as well as Variations relating to signage and parking . Additionally, the petitioner is seeking waivers from the Landscape Ordinance due to the configuration and stormwater needs of the site.

~~Open Item #1: Consider the appropriateness of granting two Special Use Permits to allow the development of an Automobile Service Station and a Car Wash when Attached to a Service Station.~~

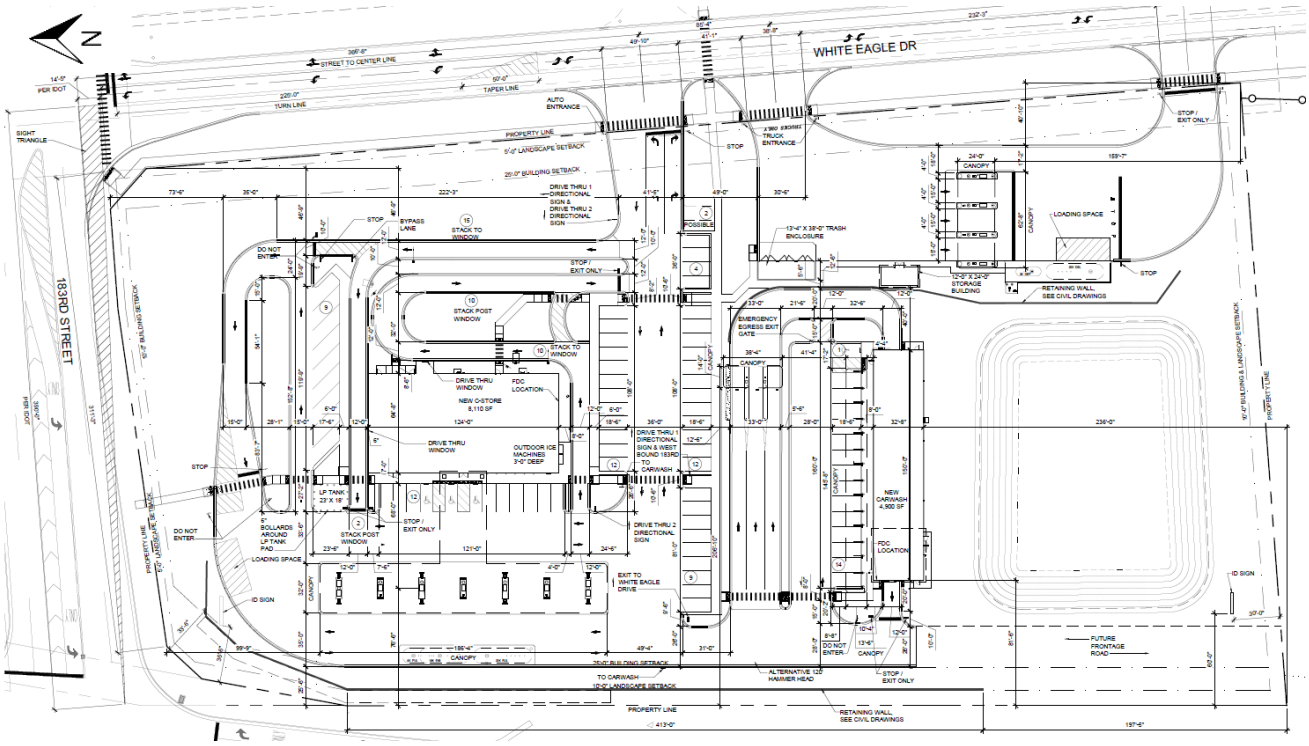
At the June 1st meeting, the Plan Commission deemed the special use permits appropriate at this location.

FINAL PLAT OF SUBDIVISION

The proposed subdivision divides the property known as 18200 96th Avenue (PIN 27-33-401-013-0000) into two separate lots. The subject property is the northern Lot 1 and a southern Lot 2 which is owned by a separate entity.

The proposed final plat of subdivision includes existing and proposed utility and access easements. The 26-foot access easement on the Gas N Wash site will parallel La Grange Road between the western property line and the stormwater pond. The petitioner is not proposing building a cross-access driveway to the southern property line at this time, but will be required to build an interconnected driveway to provide access between parcels without entering public roadways once Lot 2 is developed. A ten-foot (10') utility easement is required and shown on the south side of the Gas N Wash property line and on the north side of the undeveloped southern lot.

The plat of subdivision must be signed by both the Illinois Department of Transportation and the Cook County Department of Transportation and Highways prior to the issuance of permits. The signed plat must reflect right-of-way dedication and easements.



PROPOSED SITE PLAN

The petitioner is proposing a gas station and convenience store on the northern portion of the property with drive-thru facilities on the northern and eastern walls of the store. Parking spaces for users will surround the store and access to the car wash is located on the western edge of the site. Finally, a dedicated truck stop is located at the

southeastern corner of the lot with stormwater detention in the southwest corner. There are three vehicle ingress and egress points along White Eagle Drive.

Building Orientation and Yard Determination

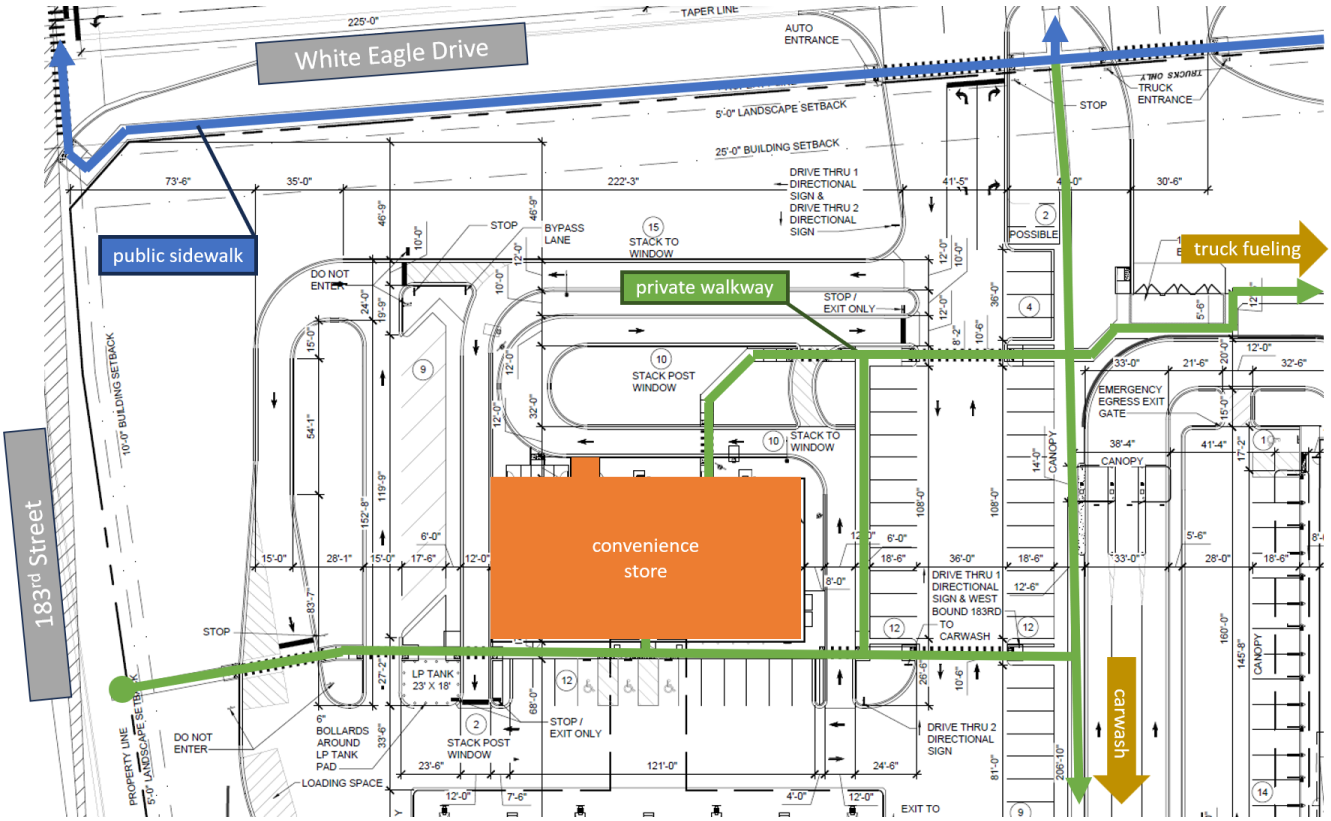
The convenience store is proposed at the center of the site with a fueling canopy attached to the building on the western elevation along with the main entrance to the store which faces La Grange Road. Typically, this would indicate that the western frontage along La Grange Road would be designated as the front/primary yard, but Section II.B of the Zoning Ordinance states:

> *"A Primary Front Yard is a street-side yard that measures the smallest dimension on a corner lot. Lots will only have one primary front yard. In situations where the dimensions are similar or unclear, the Zoning Administrator or their designee will determine the primary front yard."*

While the code states that the smallest lot line should determine the front yard on a corner lot (183rd Street), the unique shape, topography, and layout of the site makes it unclear as to which lot line is an appropriate front. Staff has determined that the primary front yard is located along White Eagle Drive since all safe access to the site is at this location. Therefore, all zoning review and subsequent Variations will be determined with this determination.

Pedestrian Infrastructure

In the most recent submittal, the petitioner is proposing a public sidewalk in the public right-of-way along White Eagle Drive terminating at the intersection at 183rd Street. They are proposing two walkways connecting the convenience store from White Eagle Drive and 183rd Street. The walkway on 183rd Street is reasonably direct from the street to the front door of the building. This walkway crosses a parking lot entrance lane, separate exit lane, as well as a drive-thru lane. Given the nature of the development and the configuration of the site, this routing is adequate and appropriately striped.

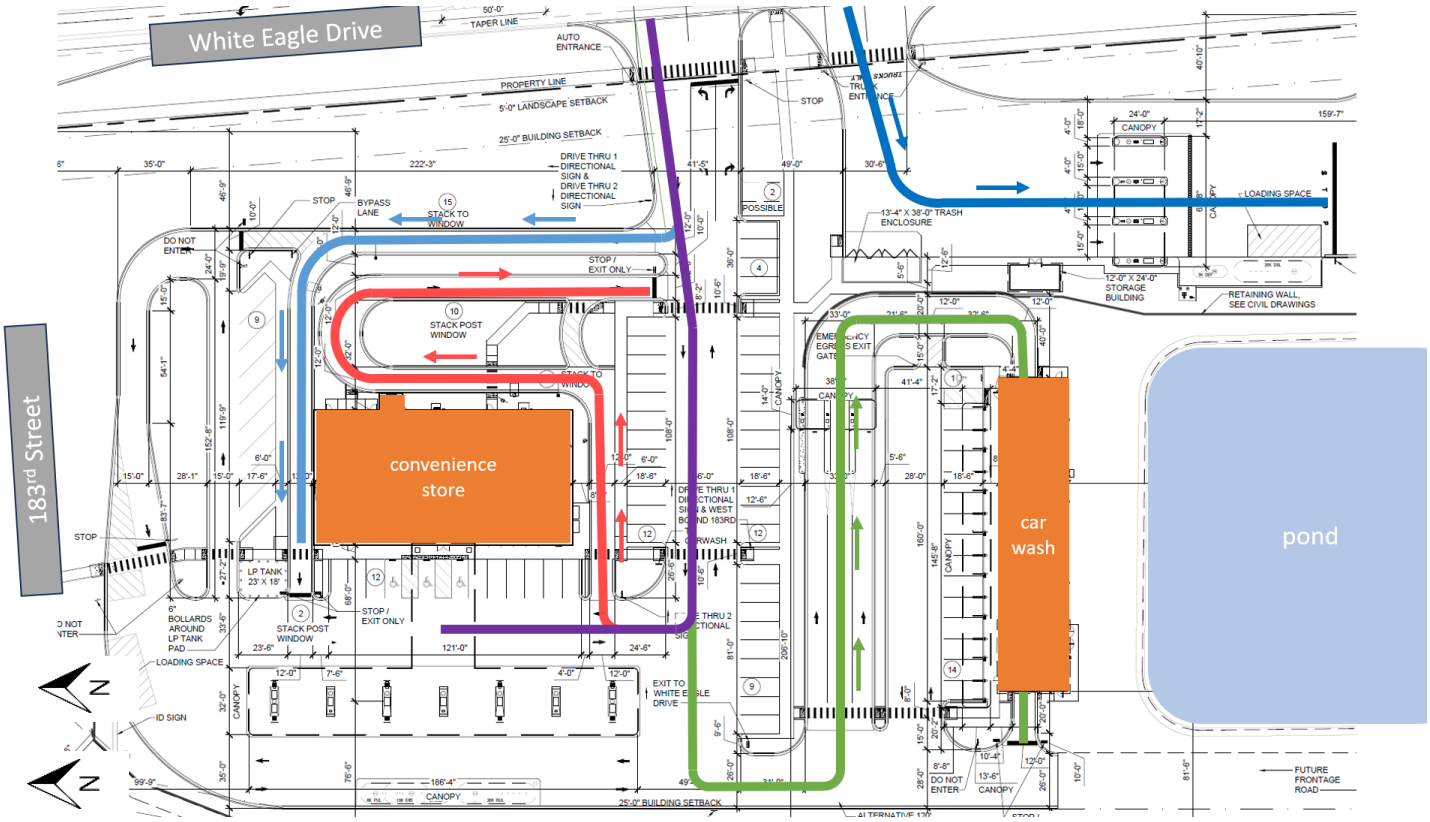


The walkway on White Eagle Drive is also reasonably direct from the street to the front and rear doors of the building. The eastern walkway crosses the automobile drive aisle, a drive-thru bail-out lane, and a drive-thru lane to arrive at the rear door. The western walkway crosses the automobile drive aisle and a drive-thru lane to arrive at the front

door. This walkway is aligned with the proposed pedestrian crossing from the east and west sides of White Eagle Drive. A third walkway connects the truck fueling area to the rear door of the convenience store. Walkway crossing distances across vehicle drives are reasonably narrow and striped, which helps to limit vehicle speed at conflict points.

Per the Village's Subdivision and Development Regulations, the petitioner will be required to install six-foot sidewalks along White Eagle Drive (already shown) and along a majority of 183rd Street (not shown). The Village will not require a sidewalk along the La Grange Road frontage as the Public Works Department does not anticipate IDOT constructing a sidewalk or path through the I-80/La Grange Road interchange.

As a condition of site plan approval, the petitioner must install a six-foot wide sidewalk along 183rd Street in the public right-of-way or on private property within a dedicated access easement.



Automobile Access

The Petitioner's previous submittals proposed a right-in-right-out driveway on 183rd Street that has been eliminated with the latest submittal. All traffic is instead routed to driveways on White Eagle Drive. The Petitioner is seeking approval from Cook County for access on 183rd Street, however, is proceeding with this zoning approval request assuming the County will not grant access on 183rd Street. Should the County grant access onto 183rd Street, significant changes to the site plan may be necessary and would trigger additional site plan review and approval.

The Petitioner is proposing three curb cuts on White Eagle Drive for vehicle access: a full access for automobiles to the north and two separate one-way access points for trucks to the south. The automobile driveway is 420 feet from the 183rd and White Eagle intersection and is 50 feet wide to accommodate one entry lane and two exit lanes. This automobile driveway is aligned with driveway on the other side of White Eagle Drive.

The truck-entry one-way driveway is approximately 500 feet from White Eagle Drive and is 39 feet wide. The truck-exit one-way driveway is approximately 775 feet south of the intersection and is 35 feet wide.

The proposed curb radii for each access point are wide to accommodate both semi-trailer, delivery, and firetrucks. These large aprons may encourage smaller vehicles to take the turns at higher speeds but all of the crosswalks are striped and marked.

Finally, the petitioner has provided a stub along the southwest edge of the site to accommodate future access for the properties to the south. A cross-access easement is proposed at this location.

Drive-Thru Stacking

The petitioner is proposing two drive-thru businesses located within the convenience store and is illustrated in the exhibit above. The first drive-thru (light blue line) is proposed as a potential "coffee-donut shop"; the second (red line) is proposed as a "quick service restaurant". The "coffee-donut shop" drive-thru entrance is located off the automobile entrance driveway and the "quick service restaurant" is located near the automobile fueling area. The "coffee-donut shop" window is located on the north side of the building and the "quick service restaurant" window is located on the east side of the building.

The petitioner submitted a July 27, 2023 report conducted by their traffic consultant which analyzed the anticipated trip generation of the two businesses. They utilized both the Institute of Traffic Engineers Trip and Parking Generation Manual and conducted observational studies for the report. The report indicates the following:

Business	Report's Maximum Stacking Spaces Needed	Proposed Stacking Spaces
Coffee-Donut Shop	11	15
Quick Service Restaurant	10	10

The petitioner believes that the amount of stacking spaces provided will be sufficient for the site and has a low potential for backing up onto the public right-of-way for both businesses.

Car Wash Stacking

The stacking area for the car wash has space for twenty-one vehicles across three lanes. The petitioner believes that the amount of stacking spaces provided will be sufficient for the site and has a low potential for backing up onto the public right-of-way for the car wash.

~~Open Item #2: Discuss the buildings deep setback from all roadways.~~

~~Open Item #3: Discuss pedestrian and vehicle circulation and conflicts. Are additional directional signs needed?~~

~~Open Item #4: Discuss the intent of the Urban Design Overlay District as it applies to this project and discuss the appropriateness of all variations needed.~~

The items above were discussed at the June 1st Plan Commission workshop. The latest proposed site plan improves vehicle and pedestrian circulation and access. The latest proposed site plan also somewhat reduces setbacks from the road, which still far exceed the prescribed twenty-foot build-to line. The Petitioner stated that the deep setbacks are necessary given the nature of the development. The Plan Commission discussed the compatibility of the subject site with the intent of the Urban Design Overlay District. The Commission determined a development of this type is appropriate for the site, given its proximity to Interstate 80 and La Grange Road.

Additionally, the Plan Commission was concerned that inadequate queue space for one of the drive-thrus could cause backups onto public roadways. The Petitioner has attempted to address this concern with the latest proposed site plan, which adds additional queue space and relocates drive-thru lane entrances.

PARKING

The following table details the required amount of parking spaces and the petitioner's proposed spaces:

Land Use	Minimum Standards	Required Spaces	Proposed Spaces
Automobile Service Stations	One (1) space for each employee, plus three (3) spaces for each grease rack or service stall.	51	27
Eating or Drinking Place, Bar, Cocktail Lounge, or Indoor Entertainment	One (1) space for each three (3) seats, plus one (1) space for each employee.	25	24
Car Wash	One (1) space for each employee	3	3
Gaming	One (1) space for each three (3) seats	2	4
	TOTAL:	**81**	**58**

The proposal also includes automobile fueling bays for fourteen vehicles, vacuum bays for fifteen vehicles, and truck fueling bays for three vehicles. Since many customers for the fueling bays will access the restaurants and convenience store, there is additional parking options for users who may not utilize a standalone parking stall.

~~Open Item #7: Discuss whether 54 parking spaces adequate for this development.~~

The Petitioner's most recent submittal provides 58 automobile parking spaces, including three accessible spaces. The Petitioner's submittal indicates the potential for two additional spaces off the main access drive. This parking number was ultimately determined to be acceptable by the Plan Commission. The Village Engineer recommends designating the four parking spaces accessed from the driveway nearest to White Eagle Drive as employee parking, to limit the frequency of vehicles pulling into the driveway, blocking other vehicles.

TRAFFIC IMPACT

The Village Engineer states that the proposed development will cause traffic delays at the 183rd and La Grange intersection. Delays at this intersection are already a common occurrence at peak times, with vehicles waiting for multiple light cycles to clear the intersection. The proposal does not include any traffic controls at the White Eagle Drive and 183rd Street intersection, however, the County will likely require a traffic signal based on the petitioners traffic report. In the interim, automobiles exiting onto White Eagle Drive may block traffic attempting to get into the northbound lanes. Directional signage and the proposed changes to the driveway configurations may help reduce this issue. Additionally, White Eagle Drive needs to be repaired and resurfaced.

The Village Engineer states that the amount of traffic generated by the proposed project will cause congestion and delays that will affect current and future patrons of the proposed and surrounding development arriving by vehicle.

The traffic report did not analyze pedestrian or cyclist traffic to the site.

The submitted traffic study by the petitioner considers the potential for a signalized intersection at the 183rd and White Eagle Drive intersection and the timeframe in which it will be needed. It also projects the number of visits the site will generate over a five-year time frame. This report is being reviewed by staff and recommendations for public improvements will be based off staff's evaluation.

LANDSCAPE

The proposed landscape plan attempts to fulfill the requirements prescribed in the Landscape Ordinance. Since the use and configuration of the site requires a large amount of pavement, there is limited space to accommodate all required landscaping. The Petitioner is installing street trees and a landscape buffer which will mostly be comprised of canopy trees and will soften the appearance of the site. All areas not covered by pavement are receiving some landscape treatment. Building perimeter landscaping is absent on two facades of both the convenience store and the carwash building due to the nature of the development. It is both feasible and preferable to decrease the amount of unnecessary pavement to make space for more of the required landscaping.

The Petitioner is proposing foundation plantings along the south and east elevations. The front façade of the convenience store will have planter boxes. The carwash building will have foundation plantings along the south elevation. Given the configuration of the site, installation of foundation plantings on other elevations of each building is not possible. A waiver from the full requirements of the landscape ordinance is necessary given the nature and configuration of the site.

LIGHTING

Exterior lighting is comprised of flush-mount lighting and site light poles in several locations. There are seventeen proposed site/parking light poles dispersed throughout the site. The proposed lights are downcast LED and mounted at twenty feet. Both fuel area canopies, the carwash pay station canopy, and the carwash vacuum canopies are all lit with the same flush-mount fixture. The submitted photometric plan meets the code requirement of a maximum 5.0 foot-candles at the property lines.

ARCHITECTURE

July 13 architectural submittal

The proposed architecture of the site is typical for the type of development. The front façade serves as the primary entrance for people arriving by automobile and includes glazing with both transparent and spandrel glass. The windows and spandrel windows feature red mullions. The areas with spandrel glass are fenestrated with awnings; the rear-facing entrance features a red canopy with columns. The building is clad in brick veneer and the base of the building is clad in stone veneer. Bright red accents are present on all facades for trim and gutter downspouts. There is no façade articulation (except a bump-out for one drive-thru), however articulation would not add to the design of a building of this scale. The red color found throughout the site is a component of the developer's branding. Both buildings follow the same design language.

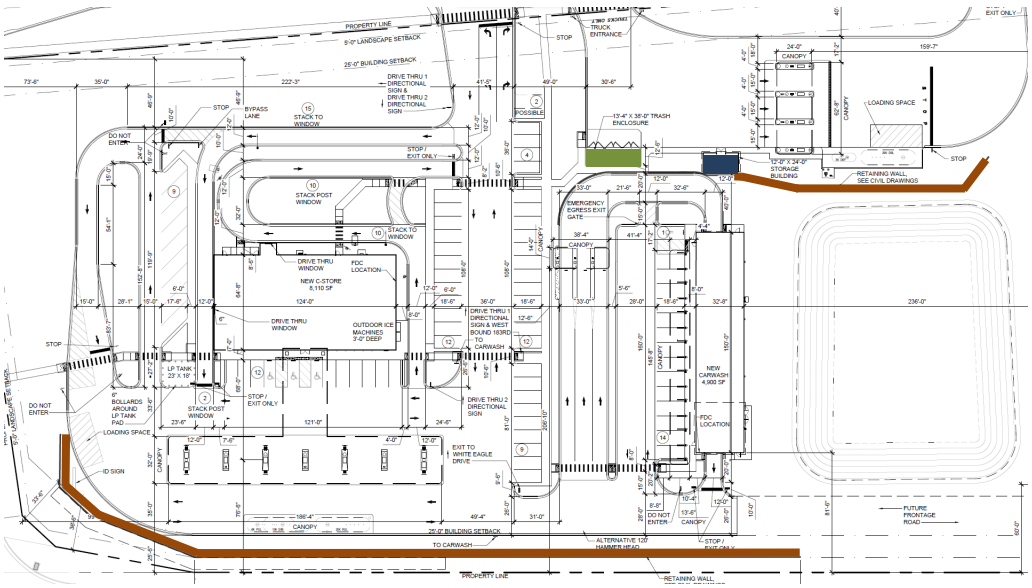
The rear façade, which faces White Eagle Drive, has as glass entry door with a stone-appointed border to make the entry more conspicuous. This additional architectural treatment was requested during the June 1st Plan Commission workshop. There are two service doors, a drive-thru window, and a roof access ladder. This façade is designed as the rear of the building. While gas stations are typically designed with the fueling area between the building and the front lot line, it is possible to enhance the urban design of the development by placing the convenience store on the street instead. The petitioner stated that this arrangement is not viable and will lead to a reduction in the number of customers.

The architecture of the car wash building is similar in nature to the convenience store building and fueling canopies. It features a raised hipped roof (referred to as a tower in the plans) at the car wash tunnel entrance and awnings on all four sides. The car wash tunnel entrance and exit are enclosed with overhead garage doors. The south elevation features windows with mullions in the same red color found elsewhere. This elevation will be visible from the hotels to the south, so the glazing adds some visual interest to an otherwise typical building. The north elevation features a glass window and door, red downspouts, and a roof access ladder.

The automobile fueling area canopy is red with brick and stone veneer support columns. The automobile fueling area canopy connects to the front entrance of the building. The truck fueling area canopy is red with black support columns.

There is a trash enclosure (highlighted in green at the top of the next page) and a storage building (highlighted in blue at the top of the next page) located in front of the carwash building along White Eagle Drive. These structures will be designed in a manner compatible with the convenience store building.

Two retaining walls are proposed (highlighted in brown at the top of the next page) along the La Grange Road frontage and between the truck fueling area and the stormwater pond. The walls are proposed to be up to twelve feet and up to seven feet, respectively.



~~Open Item #5: Discuss the prominence of the rear/main pedestrian entrance to the building, and whether additional architectural treatments of this façade are desired and justified.~~

The most recent submittal includes additional architectural treatment for the rear door to make the door more conspicuous.

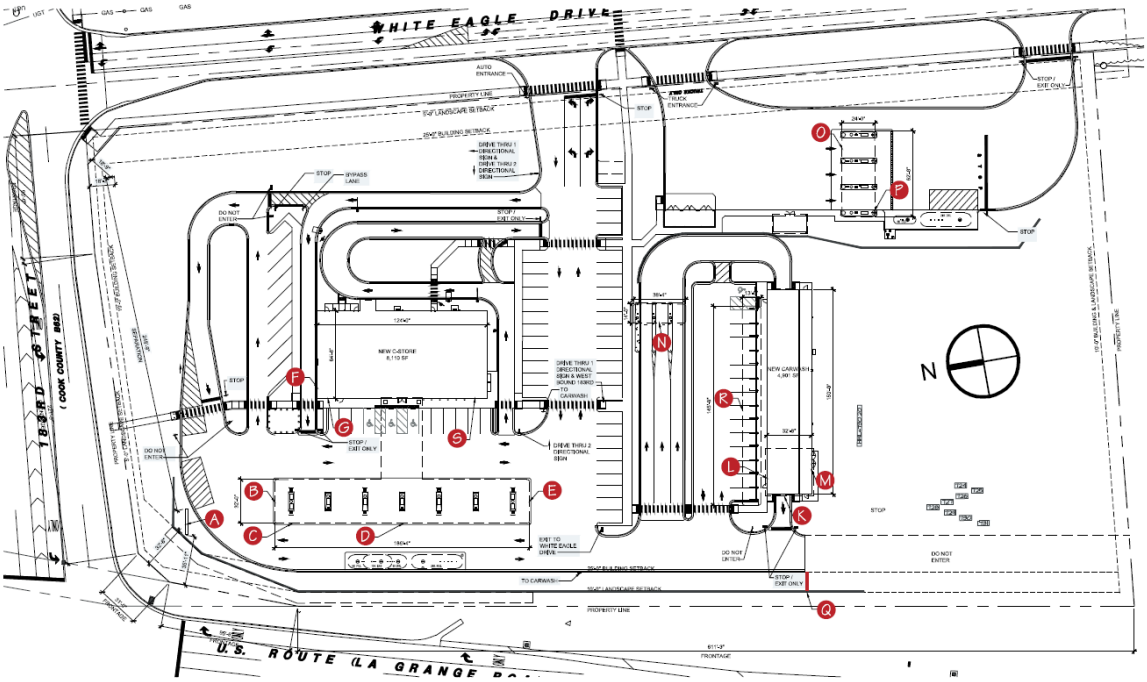
SIGNAGE

The Petitioner is proposing twenty-three signs:

- Two ground signs;

- Three wall signs on the convenience store;
- Three signs on the carwash near the tunnel entry.
- Four signs on the automobile fueling canopy;
- Two signs on the truck fueling canopy;
- One sign on the carwash pay station;
- Three signs on the carwash vacuum station canopy; and
- Five directional signs.

The petitioner has submitted a sign package for this proposed development which has been attached to this staff report. The specific size, location, and dimensions of each sign are detailed within the submission. While the signs meet the standards from an aesthetic and building material standpoint, many of the proposed signs will require variances which will be summarized below.



Freestanding Signs.
The two freestanding signs (Location A and Q) are perpendicular to La Grange Road at the northern and southern sections of the site. The signs feature materials compatible with the convenience store and carwash buildings, a red background, and two panels for tenants and/or services. Location A has an electronic pricing display for gas prices. Location Q has an electronic message center (EMC). The Zoning Ordinance specifies that ground signs must be situated at least 300 feet apart and the two proposed ground signs meet this requirement and are permitted.

Wall Signs.
The convenience store building is proposed to have three wall signs (Location F, G, and S): one on the northern façade and two on the western façade which will advertise the eating establishments. The carwash building is proposed to have three wall signs (Location K, L, and M): one on the northern façade, one on the western façade, and one on the southern façade which will advertise the car wash.

Canopy Signs.
The Petitioner is proposing eight canopy signs: four on the automobile fueling area canopy (Location B, C, D, and E), two on the truck fueling area canopy (Location O and P), one on the carwash pay station canopy (Location N), and one on the carwash vacuum canopy (Location R).

Directional Signs.

The Zoning Administrator or designee determines the quantity of directional signs allowed. The Applicant has proposed five with branding. The number proposed is adequate and not excessive due to the many uses and intricate layout of the site.

Given the current sign plan proposal, the following signs require a Variation from Section IX of the Zoning Ordinance. Special consideration should be given to those signs requiring Variances stricken below, as these signs can easily be brought into compliance with the sign regulations.

- ~~Sign A – Exceeds maximum height (Sec. IX.D.l.);~~
- Sign K – Exceeds maximum area (Sec. IX.F.1.)
- ~~Sign L – Exceeds maximum area (Sec. IX.F.1.)~~
- ~~Sign M – Exceeds maximum area (Sec. IX.F.1.)~~
- Sign N – Exceeds maximum area (Sec. IX.L.1.c.)
- Sign Q – EMC exceeds maximum area (Sec. IX.J.4.)

- Directional A – Exceeds maximum height (Sec. IX.L.2.d.i.)
- Directional B – Exceeds maximum height (Sec. IX.L.2.d.i.)
- Directional D – Exceeds maximum height (Sec. IX.L.2.d.i.)
- ~~Directional C – Branding (Sec. IX.L.3.c.)~~
- ~~Directional E – Branding (Sec. IX.L.3.c.)~~

Eleven of twenty-one signs proposed require a Variance. The specific details of each variance request may be found the "Variations for this Proposal" section of this report.

Open Item #6: Discuss quantity of sign variations needed with the current proposal. Discuss the appropriateness of recommending approval of these variations.

The sign plan was not discussed at the July 1st Plan Commission workshop.

VARIATIONS FOR THIS PROPOSAL

The proposed development requires the petitioner to request variances from the Urban Overlay District, Parking Regulations, and Sign Regulations of the Zoning Ordinance. The requested variations are as follows:

Variations from Urban Design Overlay District

1. The table in Sec. V.D.2.D.(2)., requires that buildings be situated no more than twenty feet from the front yard property line. The petitioner is requesting a variance to increase the maximum front yard setback for the convenience store from twenty feet (20') to one hundred and forty-four feet (144');

2. Sec. V.D.2.E.(2).a. requires that the main entrance of the building must be oriented toward the major street, be prominent, and pedestrian accessible. The main entrance faces the rear of the site adjacent to La Grange Road. The petitioner is requesting a variance to permit the main entrance of the building face the required rear yard.

3. Sec. V.D.2.E.(2).b. requires that at least one third of the length of the front property line be occupied by a façade of the building. The petitioner is requesting a variance to reduce the required length from one third to one tenth of the front property line.

4. Sec. V.D.2.E.(2).c. requires that the storefront oriented onto a public street be 75 percent transparent. The only transparent glass on the White Eagle Drive façade is a single door and a drive-thru window. The petitioner is requesting a variance to reduce the amount of transparent glass on a storefront oriented onto a public street from seventy five percent (75%) to zero percent (0%).

5. Sec. V.D.2.B.(2).b. requires drive-thrus must be located to the side or rear of buildings. With the front of the building being on White Eagle Drive, the petitioner is requesting a variance to locate a drive thru at the front of the building.

6. Sec. V.D.2.C.(2).f. limits each site to one curb cut. The petitioner is requesting a variance to permit three (3) curb cuts on this site.

7. Sec. V.D.2.C.(2).h. requires that the maximum width of a curb cut is thirty feet (30'). The petitioner is requesting a variance to increase the maximum curb cut width from thirty feet (30') to forty-nine feet ten inches (49'10") for the northernmost access point; thirty-eight feet eight inches (38'8") for the middle access point; and thirty-five feet (35') for the southernmost access point.

Variations from Zoning Ordinance

1. Sec. III.U.6.j states trash enclosures shall not be located in the front or corner side yards and shall be set behind the front building façade. Since the front building façade by definition faces White Eagle Drive, the petitioner is requesting a variance to permit a trash enclosure in front of the building façade.

Variations from Parking Requirements

1. The Petitioner is requesting a Variance from Sec. VIII.A.10. to reduce the number of required parking spaces to fifty-eight (58).

Variations from Signage Requirements

1. Sign A. The petitioner is requesting a variance to Sec. IX.F.2 to increase the maximum height of a freestanding sign from ten feet (10') to eleven feet two inches (11'2").

2. Sign K. The petitioner is requesting a variance to Sec.IX.F.1to increase the maximum area of a wall sign from fifteen thirty-two and four/fifths (32.8) square feet to forty-one (41) square feet.

3. ~~Sign L. The petitioner is requesting a variance to Sec.IX.F.1 to increase the maximum area of a wall sign from one-hundred twenty (120) square feet to one-hundred twenty-seven (127) square feet.~~

4. ~~Sign M. The petitioner is requesting a variance to Sec.IX.F.1 to increase the maximum area of a wall sign from one-hundred twenty (120) square feet to one-hundred twenty-seven (127) square feet.~~

5. Sign N. The petitioner is requesting a variance to Sec. IX.L.1.c to increase the maximum sign area on a gasoline canopy from nineteen and one/fifth (19.2) square feet to thirty-five and seven/tenths (35.7) square feet.

6. Sign Q. The petitioner is requesting a variance from Sec. IX.J.4 to increase the maximum allowable size for an electronic message sign from twenty percent (20%) to thirty-two percent (32%).

7. Directional Sign A, Sign B, and Sign D. The petitioner is requesting a variance from Sec. IX.L.2.d.i to increase the maximum height of a freestanding directional sign from four feet (4') to five feet (5').

8. ~~Directional Sign C and Sign E. The petitioner is requesting a variance from Sec. IX.L.3.c to permit the use of business names on the sign accessory to a drive-thru.~~

STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Staff has provided draft Findings in the Staff Report for the Public Hearing.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
   The proposed Special Uses for an Automobile Service Station and an Automobile Carwash when attached to a Service Station will not be detrimental to the Village, its residents, and its visitors.
b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
   The proposed Special Uses as proposed will construct off-site modifications to local roadways to improve vehicle traffic flow for all developments in the vicinity. The proposed convenience store associated with the Automobile Service Station will provide a local option for nearby residents and visitors to walk to for snacks and other items.
c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
   The proposed Special Uses are consistent with the B-3 (General Business and Commercial) zoning district and the Comprehensive Plan 2000 Land Use Plan, which designates the area for commercial development. Properties in the area share similar and compatible zoning and future land use designations.
d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
   The proposed Special Uses will provide for all necessary utility, transportation, and drainage facilities.
e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
   The proposed Special Uses will provide improvements to the pavement on White Eagle Drive and will modify the White Eagle Drive and 183rd Street intersection to ensure safe and orderly traffic control for vehicles and pedestrians/cyclists. Driveways into the site, though proposed to be wider and include wider turn radii, provide adequate ingress and egress.
f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
   The proposed Special Uses will conform to all Village Codes and Ordinances.
g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
   The proposed Special Uses are anticipated to attract a significant customer base, being located at a major intersection in the Village and being proximate to the La Grange Road and Interstate 80 interchange, drawing local, regional, and interstate trips. The development's fueling components, carwash component, and convenience store component are anticipated to generate substantial sales tax revenue for the Village. The development's off-site traffic control modifications are anticipated to alleviate the vehicle congestion, freeing up time for motorists.

STANDARDS FOR A VARIATION

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. Staff draft Findings of Fact are provided below for the Commission's review and approval.

a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
   - *Pertaining to urban design, the subject property the proposed development is situated in a location that is hostile to non-motorized travel. The roadways in the vicinity create a dangerous environment for pedestrians and cyclists and are lacking infrastructure for non-motorized travel. The nature of the use and the proposed site configuration are not compatible with the principles of urban design; however, the proposed site plan does attempt to provide a better pedestrian experience along White Eagle Drive, both to the site and within. The proposed use is appropriate at the location of the subject property.*
   - *Pertaining to parking, the proposed development includes an appropriate amount of parking, given the nature of the business and the configuration of the site. Additional vehicle storage spaces are provided with the fueling bays for both trucks and automobiles. These bays often act as additional parking spaces, as customers fuel their vehicles and visit the convenience store.*
   - *Pertaining to signage, the proposed development is situated in a location where visibility to pass-by traffic is a critical component of the proposed development business model. Larger signage is important to increasing visibility of the development. Additionally, without access from either La Grange Road or 183rd Street, larger signage is needed to make the development more conspicuous to potential customers. The directional signage in the proposed development is larger to help motorists navigate the complicated parking lot, drive-thrus, fueling areas, and driveways. Grade differences also limit visibility.*

b. The plight of the owner is due to unique circumstances.
   - *Pertaining to urban design, the nature of the site is not compatible with the intent of the Urban Design Overlay District, but is situated in an appropriate location for the proposed use. The subject property is located in an area hostile to non-motorized travel.*
   - *Pertaining to parking, the nature of the proposed use requires additional space for vehicle circulation that limits the available areas for additional parking. Given the amount of pavement required for this vehicle circulation, a large stormwater pond occupies a significant portion of the site, further limiting the areas available to add parking spaces.*
   - *Pertaining to signage, the subject site is unique in that it has three frontages. State and County regulations restrict access from both La Grange Road and 183rd Street—the sole access is from White Eagle Drive. There are significant grade differences that limit visibility of the proposed business that further complicate the vehicle access issues*

c. The Variation, if granted, will not alter the essential character of the locality.
   - *Pertaining to urban design, surrounding developments are in similar locations hostile to non-motorized travel. The surrounding development follows a suburban development pattern, and the proposed use is compatible with that pattern.*
   - *Pertaining to parking, surrounding developments have significant amounts of parking and the proposed development includes a similarly appropriate amount of parking.*
   - *Pertaining to signage, the proposed development includes signs appropriately scaled with the nature of the development and similar to signage in the immediate vicinity.*

d. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:

a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

STANDARDS FOR SITE PLAN AND ARCHITECTURAL APPROVAL

Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan approval. Specific findings are not required but all standards shall be considered to have been met upon review from the Plan Commission.

Architecture.

a. Building Materials: The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation, features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with "Building Articulation" (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it's the appearance if used on large, blank walls.
b. Cohesive Building Design: Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever an architectural style is chosen, a consistent style of architectural composition and building materials are to be applied on all building facades.
c. Compatible Architecture: All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures and streetscape. Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Where a development includes outlots they shall be designed with compatible consistent architecture with the primary building(s). Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.
d. Color: Color choices shall consider the context of the surrounding area and shall not be used for purposes of "attention getting" or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.
e. Sustainable architectural design: The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).
f. Defined Entry: Entrance shall be readily identifiable from public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element or enhanced landscaping.
g. Roof: For buildings 10,000 sf or less a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet of more, a change of at least five feet in height must be made for every 75 feet.
h. Building Articulation: Large expanses of walls void of color, material or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as "belly-bands" (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.
i. Screen Mechanicals: All mechanical devices shall be screened from all public views.
j. Trash Enclosures: Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

Site Design.

a. Building/parking location: Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.
b. Loading Areas: Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.
c. Outdoor Storage: Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and are not permitted to occupy areas designated for parking, driveways or walkways.
d. Interior Circulation: Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible visitor/employee traffic shall be separate from truck or equipment traffic.
e. Pedestrian Access: Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways a cross walk shall be provided that is distinguished by a different pavement material or color.

MOTIONS TO CONSIDER

If the Plan Commission wishes to act on the Petitioner's requests, the appropriate wording of the motions is listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioner's proposal. By making a motion, it does not indicate a specific recommendation in support or against the plan, it only moves the request to a vote. The conditions listed below are recommended by staff but can be added to, changed, or removed by the Commission based on their discussion of the approval of recommendation.

Motion 1 (Special Uses)

"…make a motion to recommend the Village Board grant Special Use Permits for an Automobile Service Station and an Automobile Carwash when Attached to a Service Station to the Petitioner, Leonard McEreny of Gas N Wash, at 18301 LaGrange Road in the B-3 (General Business and Commercial) zoning district, in accordance with the plans submitted and adopt the Findings of Fact as proposed in the August 17, 2023 staff report, subject to the following condition:

a) The Petitioner must rectify all traffic issues identified by Cook County Department of Transportation and Highways (CCDOTH) or Illinois Department of Transportation (IDOT), generated in whole or in part by the development of the subject property, with potential public and/or private modifications. Any such modification may need to be designed, engineered, and constructed by the Petitioner at the Petitioner's expense, unless otherwise agreed upon by the permitting agency. The Petitioner must complete any and all identified public or private traffic modification within five years of the full operation date of the Petitioner's operation, unless otherwise agreed upon by the permitting agency and Village Engineer. Full operation, for the purposes of this motion, includes a non-temporary Certificate of Occupancy of the gas station, convenience store, and carwash. Approvals granted by the CCDOTH and IDOT supersede approvals granted by the Village for roadways owned and/or operated by those agencies.
b) Approval is subject to final engineering reviews and approval.

Motion 2 (Variations)

"…make a motion to recommend the Village Board grant 14 Variations from the Zoning Ordinance as listed in the August 17, 2023, staff report pertaining to parking, signage, and urban design to the Petitioner, Leonard McEnery of Gas N Wash, to permit the construction of an Automobile Service Station and Carwash at 18301 LaGrange Road in accordance with the plans submitted and adopt the Findings of Fact as proposed in staff report."

Motion 3 (Site Plan/Architectural Approval)

"…make a motion to grant Site Plan/Architectural Approval to the Petitioner, Leonard McEnery of Gas N Wash, for the development of a gas station with a convenience store, two interior drive-thrus, a truck fueling area, and a car wash at 18301 LaGrange Road in accordance with the plans submitted and adopt the Findings of Fact as proposed in the August 17, 2023 staff report, subject to the following conditions:

a) Approval is subject to final engineering reviews and approval, including revision to the 183rd Street sidewalk and applicable crosswalks, which must be located in the right-of-way or on the private lot in public access easements. Note: The requirement for sidewalks and crosswalks on LaGrange Road is waived.
b) This approval is contingent upon Final Engineering review and approval.
c) Site-work and grading permits require prior approval by MWRD, as well as submittal of the Final Plat with all applicable signatures for recording. Foundation-only permits are not permitted.
d) The future developer of the lot to the south of the subject site must be permitted to construct a driveway and pedestrian walkway in the cross-access easement of the subject site. The owner agrees to assist in coordination of that future work on their site.
e) Any retaining wall proposed by the Petitioner at the Final Engineering phase of the project must be constructed of materials substantially compatible to the buildings and fueling canopies.

Motion 4 (Plat of Subdivision)

"...make a motion to recommend approval of the final plat of subdivision to the Petitioner, Leonard McEnery of Gas N Wash, for the "White Eagle Drive Subdivision" in accordance with the final plat submitted and dated May 5, 2023, subject to the following condition that it is subject to final review and approval by the Village Engineer and Village Attorney.

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
1	Application (incl. addenda, narrative)	Petitioner	3/8/22
2	Signed Plat: White Eagle Drive Subdivision	Webster, McGrath, Ahlberg, Ltd.	5/9/23
3	Zoning Submission (Survey; Site Plan; Landscape Plan; Photometric Plan; Signage Plan; Interior Floorplans; Architectural Plans)	WT Group	7/13/23
4	Preliminary Engineering (Geometric Plan; Development Plan; Grading Plan; Utility Plan; Project Specifications; Roadway Specifications; Pollution Prevention Plan; Circulation Plans; Drainage Plans.	WT Group	7/13/23
5	Stormwater Management Report	WT Group	7/13/23
6	Traffic Impact Study	KLOA	7/27/23

THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

ORDINANCE
NO. 2023-O-049

AN ORDINANCE GRANTING SPECIAL USE PERMITS FOR AN AUTOMOBILE SERVICE STATION AND AN AUTOMOBILE CAR WASH TO GAS N WASH AT 18301 LA GRANGE ROAD

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

ORDINANCE NO. 2023-O-049

AN ORDINANCE GRANTING SPECIAL USE PERMITS FOR AN AUTOMOBILE SERVICE STATION AND AN AUTOMOBILE CAR WASH TO GAS N WASH AT 18301 LA GRANGE ROAD

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, a petition for the granting of a Special Use Permit for an Automobile Service Station and a Special Use Permit for an Automobile Carwash when Attached to a Service Station at 18301 La Grange Road, Tinley Park ("Subject Property") has been filed by Leonard McEnery of Gas N Wash ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Special Use Permits should be granted on August 17, 2023, at the Village Hall of this Village of Tinley Park ("Village"), at which time all persons were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

WHEREAS, the Plan Commission voted 5-0 and has filed its report of findings and recommendations that the proposed Special Use Permit for an Automobile Service Station and Special Use Permit for an Automobile Carwash when Attached to a Service Station be approved with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Special Use Permits.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as Findings of Fact as if said recitals were fully set forth herein.

SECTION 2: That the report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that they have met the standards for granting the Special Use Permit set forth in Section X.J.5 of the Zoning Ordinance, and the proposed granting of the Special Use Permit as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

Section X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
   - *The proposed Special Uses for an Automobile Service Station and an Automobile Carwash when attached to a Service Station will not be detrimental to the Village, its residents, and its visitors.*

b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
   - *The proposed Special Uses as proposed will construct off-site modifications to local roadways to improve vehicle traffic flow for all developments in the vicinity. The proposed convenience store associated with the Automobile Service Station will provide a local option for nearby residents and visitors to walk to for snacks and other items.*

c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
   - *The proposed Special Uses are consistent with the B-3 (General Business and Commercial) zoning district and the Comprehensive Plan 2000 Land Use Plan, which designates the area for commercial development. Properties in the area share similar and compatible zoning and future land use designations.*

d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
   - *The proposed Special Uses will provide for all necessary utility, transportation, and drainage facilities.*

e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
   - *The proposed Special Uses will provide improvements to the pavement on White Eagle Drive and will modify the White Eagle Drive and 183rd Street intersection to ensure safe and orderly traffic control for vehicles and pedestrians/cyclists. Driveways into the site, though proposed to be wider and include wider turn radii, provide adequate ingress and egress.*

f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance; and

- *The proposed Special Uses will conform to all Village Codes and Ordinances.*

g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

- *The proposed Special Uses are anticipated to attract a significant customer base, being located at a major intersection in the Village and being proximate to the La Grange Road and Interstate 80 interchange, drawing local, regional, and interstate trips. The development's fueling components, carwash component, and convenience store component are anticipated to generate substantial sales tax revenue for the Village. The development's off-site traffic control modifications are anticipated to alleviate the vehicle congestion, freeing up time for motorists.*

SECTION 3: The Special Use Permit set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION: THAT PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4 THAT IS 253.81 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENSE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 48.99; THENSE SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 338.86 FEET; THENSE SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 580.18 FEET; THENSE SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 546.21 FEET; THENSE SOUTH 02 DEGREES 56 MINUTES 03 SECONDS WEST, A DISTANCE OF 975.42 FEET MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENSE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 TO THE SOUTH EAST CORNER THEREOF; THENSE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 TO THE POINT OF BEGINNING.

PARCEL IDENTIFICATION NUMBER: 27-33-401-013-0000

COMMONLY KNOWN AS: 18301 La Grange Road, Tinley Park, Illinois

PETITIONER: Leonard McEnery on behalf of Gas N Wash

SECTION 4: That Special Use Permits to allow for the operation of an Automobile Service Station and an Automobile Carwash when Attached to a Service Station at the Subject Property located in the B-3 (General Business and Commercial) zoning district, is hereby

granted to the Petitioner, in accordance with the "List of Reviewed Plans" attached hereto as Exhibit A, subject to the following conditions:

a. The Petitioner must rectify all traffic issues identified by Cook County Department of Transportation and Highways (CCDOTH) and/or Illinois Department of Transportation (IDOT), generated in whole or in part by the development of the subject property, with potential public and/or private modifications. Any such modification may need to be designed, engineered, and constructed by the Petitioner at the Petitioner's expense, unless otherwise agreed upon by the permitting agency. The Petitioner must complete any and all identified public or private traffic modification within five years of the full operation date of the Petitioner's operation, unless otherwise agreed upon by the permitting agency and Village Engineer. Full operation, for the purposes of this motion, includes a non-temporary Certificate of Occupancy of the gas station, convenience store, and carwash. Approvals granted by CCDOTH and IDOT supersede approvals granted by the Village for roadways owned and/or operated by those agencies.

b. Approval is subject to final engineering reviews and approval.

SECTION 5: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 6: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 7: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 5th day of September 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 5th day of September 2023.

p

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2023-O-049, "AN ORDINANCE GRANTING SPECIAL USE PERMITS FOR AN AUTOMOBILE SERVICE STATION AND AN AUTOMOBILE CAR WASH TO GAS N WASH AT 18301 LA GRANGE ROAD" which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 5, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of September 2023.

_____
VILLAGE CLERK

Exhibit A

Per the August 17, 2023, Plan Commission Public Hearing Staff Report

LIST OF REVIEWED PLANS

	Submitted Sheet Name	Prepared By	Date On Sheet
1	Application (incl. addenda, narrative)	Petitioner	3/8/22
2	Signed Plat "White Eagle Drive Subdivision"	Webster, McGrath, Ahlberg, Ltd.	5/17/23
3	Zoning Submission (Survey; Site Plan; Landscape Plan; Photometric Plan; Signage Plan; Interior Floorplans; Architectural Plans)	WT Group	7/13/23
4	Preliminary Engineering (Geometric Plan; Development Plan; Grading Plan; Utility Plan; Project Specifications; Roadway Specifications; Pollution Prevention Plan; Circulation Plans; Drainage Plans.	WT Group	7/13/23
5	Stormwater Management Report	WT Group	7/13/23
6	Traffic Impact Study	KLOA	7/27/23

TO: **VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES**

FROM: **VILLAGE OF TINLEY PARK PLAN COMMISSION**

SUBJECT: **MINUTES OF THE AUGUST 17, 2023 REGULAR MEETING**

ITEM 3: **PUBLIC HEARING – GAS N WASH, 18301 LA GRANGE RD – SPECIAL USE, FINAL PLAT, VARIATIONS, AND SITE PLAN/ ARCHITECTURAL APPROVAL**

Consider recommending that the Village Board grant Leonard McEnery on behalf of Gas N Wash a Special Use for an Automobile Service Station and an Automobile Car Wash and Variations (Urban Design Overlay, Parking Minimum, Parking Minimum, Parking Locations, Wall/Ground Signs, etc.) to permit a gas station with a convenience store, carwash, and two drive-thru restaurant uses at the property located at 18301 La Grange Road (SEC La Grange Rd and 183rd St) in the B-3 (General Business and Commercial) zoning district. Site Plan and Final Plat approval are also being considered at the meeting.

Present Plan Commissioners:
Chairman Gray
Steve Sepessy
Kurt Truxal
Terry Hamilton
Andrae Marak

Absent Plan Commissioners: Eduardo Mani
James Gaskill
Angela Gatto

Village Officials and Staff: Daniel Ritter, Community Development Director
Jason Engberg, Planning Manager
Lori Kosmatka, Associate Planner
Michael O. Whalen, Associate Planner
Jarell Blakey, Management Analyst
Dana West, Robinson Engineering

Petitioners: Leonard McEnery
Chris Kalischefski

Members of the Public: Amanda Riordan

CHAIRMAN GRAY introduced Item 3. He confirmed proof of publication.

COMMISSIONER TRUXAL made a motion to open the public hearing; COMMISSIONER HAMILTON seconded the motion. All agreed.

Dan Ritter, Community Development Director, presented the staff report.

CHAIRMAN GRAY asked whether the Petitioner would like to speak. Mr. McEnery declined.

COMMISSIONER MARAK stated that he had three comments. He said he was in favor of relocating the sidewalk. He asked how people would cross 183rd Street at both La Grange Road and White Eagle Drive. He commented on the potential pedestrian-vehicle conflicts due to visibility at drive-thru lanes. CHAIRMAN GRAY asked COMMISSIONER MARAK if he wanted a response. CHAIRMAN GRAY said the question was about sightlines at pedestrian conflict points. COMMISSIONER MARAK referred to the design of the Dunkin Donuts on 80th Avenue. CHAIRMAN GRAY said the visibility of children would be important for the design relating to landscaping. Dan Ritter noted that staff reviews for landscaping placement and said that staff would work to improve visibility.

CHAIRMAN GRAY referred to the staff report that states that roadways in the area are dangerous. He said he agreed with COMMISSIONER MARAK about safe crossings on 183rd Street. He commented that vehicle traffic appears to be channelized in the proposed site plan and that pedestrian routes seem reasonably safe. CHAIRMAN GRAY said he liked the design of vehicle traffic flow on the proposed site plan with vehicles entering from White Eagle Drive. He asked Dana West about the routing one of the drive-thrus. Dan Ritter responded that part of the purpose of the drive-thru routing was to separate the entrances of the drive-thrus.

Chris Kalischefski was sworn in and said the drive-thrus had to be designed so that vehicles approach drive-thru windows from the driver side. He also claimed that all drive-thru traffic is very slow. He said that the drive-thru lanes will have crosswalks and stop bars where pedestrians will likely cross. He said the routing also added additional stacking space. COMMISSIONER SEPESSY said drive-thru crossings can be dangerous and that something like speed bumps could help slow traffic down. He said that he frequently notices people walking on La Grange Road, despite the lack of pedestrian infrastructure. He said he ultimately liked the proposed design of the development.

COMMISSIONER TRUXAL thanked the Petitioner for revising the proposed site plan. He thanked staff for the detailed staff report. He asked whether there would be lighting issues with residential development nearby. Dan Ritter said the photometric plan for the proposed development indicates that lighting will not project far beyond project limits and that lighting will be downcast. He said most of the lighting intrusion concerns for residents will come from streets and roads, rather than this development. The COMMISSIONER commented on the high number of variances required for the project.

COMMISSIONER HAMILTON said the proposed plan was good given the constraints of the site. He asked about the purpose of the propane tank and location. Chris Kalischefski said the tank is for retail refill sales. He said the large tank is intentionally placed further from the buildings. Dan Ritter said that gas stations typically only have propane tank exchange, and the proposed development would have a large tank for refills. He also commented that the Fire Department may prefer the large propane tank to be situated further from the convenience store building.

CHAIRMAN GRAY said the proposed location was appropriate for a gas station despite the site being challenging to develop. He said the vehicle circulation is improved in the proposed site plan over previous submittals. He said he felt the number of sign variations is appropriate given the nature of the development. He noted that the staff report states that vehicle traffic in the area already causes backups, and that the development will make these issues worse. He also noted that a traffic signal may improve traffic. He commented on the Petitioner's intention to seek vehicle access from 183rd Street from Cook County, but that the Petitioner wants to seek approval for the proposed site plan rather than waiting for a response from the County. He noted that a change in access will likely require additional review by the Plan Commission. He said that the site will attract many customers.

COMMISSIONER MARAK asked about the quantity and location of parking, especially relating to the video gaming on site. Chris Kalischefski asserted that gaming customers choose to park further away from the building. He said the parking requirements for gas stations are outdated and that the proposed site plan includes enough parking when calculating only the convenience store as retail. CHAIRMAN GRAY said he felt there would be no issue with a parking variance for the project. Dan Ritter said fueling bays function as additional parking. Chris Kalischefski claimed that, when all potential sign area is calculated, the variation requests total less than the maximum gross square footage. He said the floor area ratio for the gas station was low. He said the comments from the Commission to consider a design like the Gas N Wash on 183rd Street led to the proposed redesign of the site.

CHAIRMAN GRAY said he was grateful for the collaboration between the Petitioner and the Plan Commission.

CHAIRMAN GRAY invited members of the public to speak on Item 3.

Amanda Riordan was sworn.

Amanda Riordan said that she lives near the proposed development and the only access point for her subdivision is on 183rd Street. She said the County posted "no trucks" signs on 183rd Street when the street was widened. She said that she and her neighbors drive further to Harlem Avenue to get to I-80 because the signal timing at the 183rd Street and La Grange Road intersection causes delays. She said that she and her neighbors are concerned about trucks traveling eastbound from La Grange Road on 183rd Street to access I-80. She noted the level of service for the White Eagle Drive and 183rd Street will be low. She said that she was formerly a planner for the Village and that she understands how to read traffic reports. She stated that she felt the staff report and findings of fact for granting approval of the gas station Special Use Permit were in conflict. She said the proposed standards ignored the statements by the Village Engineer that the proposed development would generate substantial traffic and potential delays. She asked that staff or the Petitioner speak to the low levels of service caused by the proposed development.

CHAIRMAN GRAY quoted the staff report language about trip generation. Dana West said coordination with the County can be challenging to modify 183rd Street, so coming up with a plan with the County is necessary. She said any plan would not be able to control truck traffic on 183rd Street. She said that several alternatives to modify 183rd Street were considered. CHAIRMAN GRAY referred to Amanda Riordan's comments about delays at the 183rd and La Grange

intersection and that the proposed development would likely worsen those delays.

CHAIRMAN GRAY asked Amanda Riordan about the potential future development of her subdivision which she previously alluded to. She said her neighborhood was planned to have an additional phase that would connect her portion of the neighborhood to 179th Street to provide additional access. She referred to her neighborhood as a 167-unit cul-de-sac with no other access besides 183rd Street.

Dan Ritter said it was likely the County would require a traffic signal at 183rd Street and White Eagle Drive, and that a potential signal would need to be coordinated with IDOT's signal at 183rd Street and La Grange Road. He said there may be some minor modifications to 183rd Street to allow traffic to clear the intersection with La Grange Road more quickly. Dan Ritter said some modifications to existing roads will improve the level of service. CHAIRMAN GRAY noted that motorist delays would worsen as a result of the development until any modifications can be made. Dan Ritter said adding a sign directing truck drivers not to turn eastbound onto 183rd Street when exiting the proposed Gas N Wash site may reduce truck traffic. CHAIRMAN GRAY said that multiple left-turning trucks would increase the time it takes to clear the 183rd Street and La Grange Road intersection. Dan Ritter said the Village and the Petitioner are awaiting the County's full review. CHAIRMAN GRAY said the coordination between the County, the Village, and the Petitioner was necessary to untangle the vehicle traffic issues. Dana West noted the County would also need to coordinate with IDOT to interconnect the existing traffic signal at 183rd Street and La Grange Road and the potential signal at White Eagle Drive. She said this coordination would take time. She also added that, today, without the development, there are vehicle backups, so, while the proposed development will worsen these backups, it may not be fair to expect the Petitioner to fully address the issue.

Amanda Riordan asked if the County provided any timeline as to when the traffic analysis would be completed and whether that timeline would impact the timeline of approval by the Village Board. Dana West said the County has not provided any timeline and the Petitioner confirmed they also had not received anything from the County. Dana West said the Village reached out to the County on a timeline. Dan Ritter said the item is conditioned to allow for the Village to make adjustments for public modifications and that waiting to hear back from the County would delay the zoning for issues that will be dealt with at the final engineering and permitting phases. Amanda Riordan said she felt it would be appropriate to wait for some information from the County to be read into the record before recommending the project for approval.

CHAIRMAN GRAY asked staff to continue to coordinate with the County. Dana West said the Village is working with the Petitioner to get the appropriate submittals to move the project forward without waiting years for the roadway modifications to be made. Dan Ritter said the County completed an initial review but that they requested a signal warrant study and signal coordination, but that the Village does not want to hold up the entitlement process for the County's review.

Amanda Riordan asked how the Village conditions approvals. She asked if conditions are made part of an ordinance as findings of fact. Dan Ritter said the recommended conditions are listed in the staff report, are part of the motions to consider by the Plan Commission and are incorporated into the ordinance for the approval. She asked if the Plan Commission drafts their own findings of

fact for each motion. Dan Ritter said recommended findings of fact are listed in the staff report for the Plan Commission's consideration. He noted the Plan Commission may make any changes to the recommended findings.

Amanda Riordan requested that the standards for a special use for the gas station be revised to add that the Village had not yet received commentary from the County on 183rd Street modifications and that concerns had been raised by the HOA president. She requested the changes be included for consideration by the Village Board to reflect the concerns about traffic generation. CHAIRMAN GRAY said that the project will go through final engineering review and Dan Ritter confirmed. CHAIRMAN GRAY said he did not feel changing the standards response was necessary because final engineering would handle issues. Dana West said the County did formally request the traffic signal warrant study which indicates the County is reviewing the project.

CHAIRMAN GRAY asked whether anyone else wished to speak on Item 3. None were present.

CHAIRMAN GRAY asked for a motion to close the public hearing. COMMISSIONER SEPESSY made a motion to close the public hearing; COMMISSIONER TRUXAL seconded the motion. All agreed.

Daniel Ritter stated the standards for Variations, Special Uses, and Site Plan/Architectural Approval were listed in the staff report.

CHAIRMAN GRAY requested a motion regarding the Special Uses.

COMMISSIONER TRUXAL made a motion to recommend the Village Board grant Special Use Permits for an Automobile Service Station and an Automobile Carwash when Attached to an Automobile Service Station to the Petitioner, Leonard McEnery of Gas N Wash, at 18301 La Grange Road in the B-3 (General Business and Commercial) zoning district, in accordance with the plans submitted and adopt the Findings of Fact as proposed in the August 17, 2023 staff report, subject to the conditions proposed in said staff report. COMMISSIONER HAMILTON seconded. Lori Kosmatka, Associate Planner, called the role; all were in favor. Motion carried.

CHAIRMAN GRAY requested a motion regarding the Variations

COMMISSIONER HAMILTON made a motion to recommend the Village Board grant fourteen Variations from the Zoning Ordinance as listed in the August 17, 2023 staff report pertaining to parking, signage, trash enclosures, and urban design to the Petitioner, Leonard McEnery of Gas N Wash, to permit the construction of an Automobile Service Station and an Automobile Carwash when Attached to an Automobile Service Station at 18301 La Grange Road in accordance with the plans submitted and adopt the Findings of Fact as proposed in the August 17, 2023 staff report. COMMISSIONER SEPESSY seconded. Lori Kosmatka called the role; all were in favor. Motion carried.

CHAIRMAN GRAY requested a motion regarding Site Plan and Architectural Approval

COMMISSIONER SEPESSY made a motion to grant Site Plan/Architectural Approval to the

Petitioner, Leonard McEnery of Gas N Wash, for the development of a gas station with a convenience store, two interior drive-thrus, a truck fueling area, and a car wash at 18301 LaGrange Road in accordance with the plans submitted and adopt the Findings of Fact as proposed in the August 17, 2023 staff report, subject to the conditions proposed in said staff report. COMMISSIONER HAMILTON seconded. Lori Kosmatka called the role; all were in favor. Motion carried.

CHAIRMAN GRAY requested a motion regarding the Plat of Subdivision

COMMISSIONER MARAK made a motion to recommend the Village Board grant approval of the final plat of subdivision to the Petitioner, Leonard McEnery of Gas N Wash, for the "White Eagle Drive Subdivision" in accordance with the final plat submitted and dated May 9, 2023, subject to final review and approval by the Village Engineer and Village Attorney. COMMISSIONER TRUXAL seconded. Lori Kosmatka called the role; all were in favor. Motion carried.

CHAIRMAN GRAY informed the petitioner that the item will go to Village Board on September 5, 2023.

THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

ORDINANCE
NO. 2023-O-050

AN ORDINANCE GRANTING CERTAIN VARIATIONS FOR A GAS STATION LOCATED AT 18301 LA GRANGE ROAD (GAS N WASH)

MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

ORDINANCE NO. 2023-O-050

AN ORDINANCE GRANTING CERTAIN VARIATIONS FOR A GAS STATION LOCATED AT 18301 LA GRANGE ROAD (GAS N WASH)

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, a petition for the granting of certain variations, ("Variations") pertaining to parking, signage, trash enclosures, and urban design, to construct a Gas N Wash gas station at 18301 La Grange Road ("Subject Property") has been filed by Leonard McEnery of Gas N Wash ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Variations should be granted on August 17, 2023, at the Village Hall of this Village of Tinley Park ("Village"), at which time all persons were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

WHEREAS, the Plan Commission voted 5-0 and has filed its report of findings and recommendations that the proposed Variations be approved with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Variations.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as Findings of Fact as if said recitals were fully set forth herein.

SECTION 2: That the report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that they have met the standards for granting the Variations as set forth in Section X.G.4. of the Zoning Ordinance, and the proposed granting of the Variations as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

Section X.G.4. Standards: The Board or Plan Commission, as the case may be, shall not recommend a Variation of the regulations of this Ordinance, as authorized herein, unless it shall have made Findings of Fact, based upon the evidence presented to it, in each specific case that:

a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located;
   - *Pertaining to urban design, the subject property the proposed development is situated in a location that is hostile to non-motorized travel. The roadways in the vicinity create a dangerous environment for pedestrians and cyclists and are lacking infrastructure for non-motorized travel. The nature of the use and the proposed site configuration are not compatible with the principles of urban design; however, the proposed site plan does attempt to provide a better pedestrian experience along White Eagle Drive, both to the site and within. The proposed use is appropriate at the location of the subject property.*
   - *Pertaining to parking, the proposed development includes an appropriate amount of parking, given the nature of the business and the configuration of the site. Additional vehicle storage spaces are provided with the fueling bays for both trucks and automobiles. These bays often act as additional parking spaces, as customers fuel their vehicles and visit the convenience store.*
   - *Pertaining to signage, the proposed development is situated in a location where visibility to pass-by traffic is a critical component of the proposed development business model. Larger signage is important to increasing visibility of the development. Additionally, without access from either La Grange Road or 183rd Street, larger signage is needed to make the development more conspicuous to potential customers. The directional signage in the proposed development is larger to help motorists navigate the complicated parking lot, drive-thrus, fueling areas, and driveways. Grade differences also limit visibility.*

b. The plight of the owner is due to unique circumstances;
   - *Pertaining to urban design, the nature of the site is not compatible with the intent of the Urban Design Overlay District but is situated in an appropriate location for the proposed use. The subject property is located in an area hostile to non-motorized travel.*
   - *Pertaining to parking, the nature of the proposed use requires additional space for vehicle circulation that limits the available areas for additional parking. Given the amount of pavement required for this vehicle circulation, a large stormwater pond occupies a significant portion of the site, further limiting the areas available to add parking spaces.*
   - *Pertaining to signage, the subject site is unique in that it has three frontages. State and County regulations restrict access from both La Grange Road and 183rd Street—the sole access is from White Eagle Drive. There are significant grade differences that limit visibility of the proposed business that further complicate the vehicle access issues.*

c. The variation, if granted, will not alter the essential character of the locality; and
   - *Pertaining to urban design, surrounding developments are in similar locations hostile to non-motorized travel. The surrounding development follows a suburban development pattern, and the proposed use is compatible with that pattern.*
   - *Pertaining to parking, surrounding developments have significant amounts of parking and the proposed development includes a similarly appropriate amount of parking.*
   - *Pertaining to signage, the proposed development includes signs appropriately scaled with the nature of the development and similar to signage in the immediate vicinity.*

d. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:

   (1) The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
   (2) The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
   (3) The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
   (4) The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
   (5) The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
   (6) The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the

danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

- *No response is required.*

SECTION 3: The Variations set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION: THAT PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4 THAT IS 253.81 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENSE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 48.99; THENSE SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 338.86 FEET; THENSE SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 580.18 FEET; THENSE SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 546.21 FEET; THENSE SOUTH 02 DEGREES 56 MINUTES 03 SECONDS WEST, A DISTANCE OF 975.42 FEET MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENSE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 TO THE SOUTH EAST CORNER THEREOF; THENSE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 TO THE POINT OF BEGINNING.

PARCEL IDENTIFICATION NUMBER: 27-33-401-013-0000

COMMONLY KNOWN AS: 18301 La Grange Road, Tinley Park, Illinois

PETITIONER: Leonard McEnery on behalf of Gas N Wash

SECTION 4: That the following Variations are hereby granted to the Petitioner at the Subject Property located in the B-3 (General Business and Commercial) zoning district, is hereby granted to the Petitioner, in accordance with the "List of Reviewed Plans" attached hereto as **Exhibit A**.

1. A Variation to reduce the number of parking spaces from the required 81 spaces to 58 proposed. (Table, Sec. VIII.A.10.)
2. Variations to signage to:
    a. Increase the size of a wall sign by 8.2 square feet (Sec. IX.F.1.);
    b. Increase the sign of a gas station canopy size by sixteen and a half feet (Sec. IX.L.1.c.);
    c. Increase the size of an electronic message center from twenty percent to thirty two percent (Sec. IX.J.4.); and
    d. Increase the height of directional signs by one foot (Sec.IX.L.2.d.i.).
3. A Variation to locate the trash enclosure in the front of the building (Sec. III.U.6.j.)

4. Variations to urban design to:
    a. Situate the convenience store building more than twenty feet from the front property line (table, Sec. V.D.2.D.(2).);
    b. Orient the front of the convenience store building towards the rear of the site (Sec. V.D.2.E.(2).a.);
    c. Reduce the façade zone to occupy less than one-third of the primary frontage (Sec. V.D.2.E.(2).b.);
    d. reduce the amount of transparent glass required on public-facing facades (Sec.V.D.2.E.(2).c.);
    e. situate two drive-thrus in the front of the convenience store building (Sec. V.D.2.B.(2).b.);
    f. install more than one curb cut (Sec. V.D.2.C.(2).f.); and
    g. install curb cuts wider than the 30 foot maximum (Sec. V.D.2.C.(2).h.).

SECTION 5: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 6: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 7: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 5th day of September 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 5th day of September 2023.

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2023-O-050, "AN ORDINANCE GRANTING CERTAIN VARIATIONS FOR A GAS STATION LOCATED AT 18301 LA GRANGE ROAD (GAS N WASH)" which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 5, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of September 2023.

_____
VILLAGE CLERK

Exhibit A

Per the August 17, 2023 Plan Commission Public Hearing Staff Report

LIST OF REVIEWED PLANS

	Submitted Sheet Name	Prepared By	Date On Sheet
1	Application (incl. addenda, narrative)	Petitioner	3/8/22
2	Signed Plat "White Eagle Drive Subdivision"	Webster, McGrath, Ahlberg, Ltd.	5/17/23
3	Zoning Submission (Survey; Site Plan; Landscape Plan; Photometric Plan; Signage Plan; Interior Floorplans; Architectural Plans)	WT Group	7/13/23
4	Preliminary Engineering (Geometric Plan; Development Plan; Grading Plan; Utility Plan; Project Specifications; Roadway Specifications; Pollution Prevention Plan; Circulation Plans; Drainage Plans.	WT Group	7/13/23
5	Stormwater Management Report	WT Group	7/13/23
6	Traffic Impact Study	KLOA	7/27/23

THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2023-R-102

A RESOLUTION APPROVING AND ACCEPTING THE WHITE EAGLE DRIVE FINAL PLAT OF SUBDIVISION FOR PROPERTY LOCATED AT 18301 LA GRANGE ROAD

MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION NO. 2023-R-102

A RESOLUTION APPROVING AND ACCEPTING THE WHITE EAGLE DRIVE FINAL PLAT OF SUBDIVISION FOR PROPERTY LOCATED AT 18301 LA GRANGE ROAD

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park ("Village") has considered the Plat of Subdivision for the White Eagle Drive Subdivision ("Plat") pertaining to certain real property located at 18301 La Grange Road, Tinley Park, Illinois ("Subject Property"), a true and correct copy of which is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, said Plat, was referred to the Plan Commission of the Village and has been processed in accordance with the Village of Tinley Park Zoning Ordinance and the Subdivision and Development Regulations (Ord. No. 2007-O-031 as amended); and

WHEREAS, the Plan Commission reviewed the proposed Plat on August 17, 2023, at a public meeting at which time all persons were afforded an opportunity to be heard; and

WHEREAS, the Plan Commission voted 5-0 in favor to recommend that said Plat be approved; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendations that the proposed Plat be approved by this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Plat; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: That the report and findings and recommendations of the Plan Commission of this Village are herein incorporated by reference as the findings of this Board of Trustees, as completely, as if fully recited herein at length.

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park, hereby approve and accept said Plat, attached hereto as **Exhibit A**, dated May 17, 2023, and all necessary Village Officials and staff are hereby authorized to execute said Plat prior to final recording, subject to the following condition:

1. The Final Plat approval is subject to Final Engineering Plan approval by the Village Engineer, MWRD, Cook County, the State of Illinois, and the U.S. Army Corp of Engineers.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Resolution shall be in full force and effect from and after its adoption and approval.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 5th day of September 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 5th day of September 2023.

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-102, "A RESOLUTION APPROVING AND ACCEPTING THE WHITE EAGLE DRIVE FINAL PLAT OF SUBDIVISION FOR PROPERTY LOCATED AT 18301 LA GRANGE ROAD" which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 5, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of September 2023.

_____
VILLAGE CLERK

Exhibit A

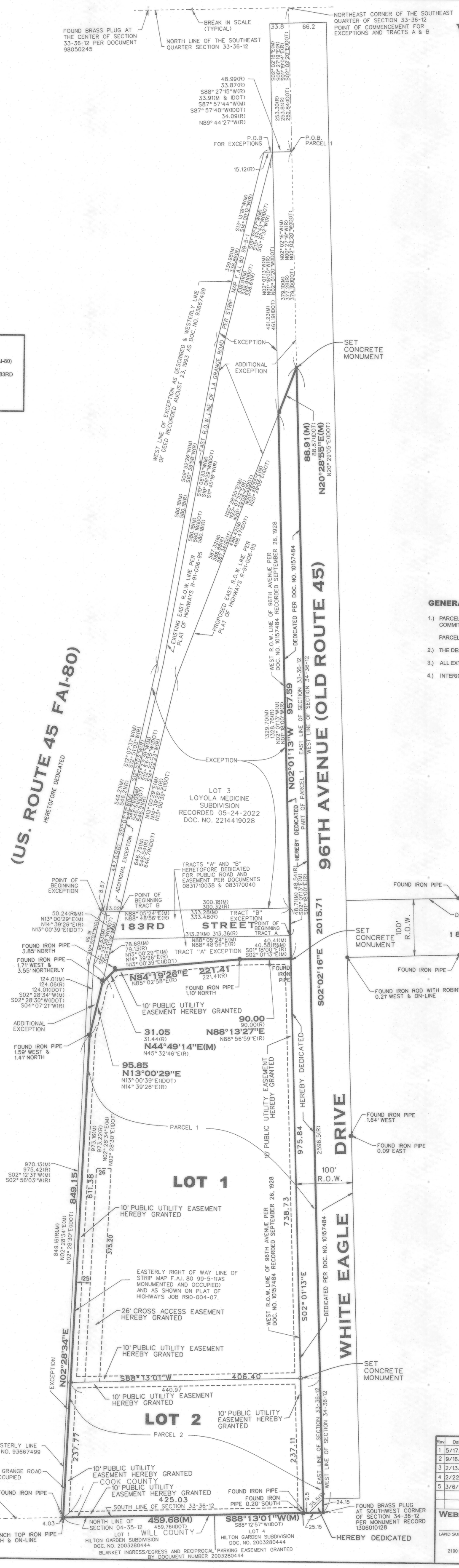
Plat of Subdivision White Eagle Drive Subdivision ("Plat") pertaining to certain real property located at 18301 La Grange Road

SHEET 1 OF 3

P.I.N. 27-33-401-013

WHITE EAGLE DRIVE SUBDIVISION

BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



AREA OF SUBDIVISION

LOT 1: 275,124 SQUARE FEET = 6.316 ACRES

LOT 2: 98,570 SQUARE FEET = 2.263 ACRES

TOTAL = 373,694 SQUARE FEET = 8.579 ACRES

ACCESS NOTE

1. THERE SHALL BE NO DIRECT ACCESS TO LA GRANGE ROAD (US ROUTE 45 FAI-80)
2. ALL OTHER ACCESS SHALL BE FROM INTERNAL ACCESS OR ACCESS FORM 183RD STREET AND/OR WHITE EAGLE DRIVE.

GENERAL NOTES

1.) PARCEL 1 PREPARED FROM CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER21023698WF, WITH AN EFFECTIVE DATE OF SEPTEMBER 22, 2021.

PARCEL 2 FROM QUITCLAIM DEED PROVIDED TO THE SURVEYOR FROM THE CLIENT.

2.) THE DESCRIBED PROPERTY DOES FALL WITHIN CORPORATE LIMITS OF TINLEY PARK.

3.) ALL EXTERIOR CORNERS HAVE BEEN MONUMENTED PRIOR TO RECORDING OF THIS PLAT.

4.) INTERIOR CORNERS WILL BE SET AFTER ANY CONSTRUCTION IS COMPLETE.

LINE LEGEND

= BOUNDARY LINE

= LOT LINE

= EASEMENT LINE

= SECTION LINE

GRAPHIC SCALE - FEET (80 0 80 160)

BASIS OF BEARINGS

ILLINOIS STATE PLANE, NAD83, EAST ZONE, AS DETERMINED BY TRIMBLE VRS NETWORK.

CROSS ACCESS EASEMENT PROVISIONS

A PERMANENT, NON-EXCLUSIVE ACCESS EASEMENT IS HEREBY GRANTED FOR ENTRANCE, INGRESS, EGRESS, AND PASSAGEWAY FOR VEHICULAR AND PEDESTRIAN TRAFFIC OVER, THROUGH AND ACROSS ANY AND ALL DRIVEWAYS, ROADWAYS, ACCESS POINTS AS DEPICTED HEREON AND REFERENCED AS "26' CROSS ACCESS EASEMENT" TO PROVIDE FOR THE PASSAGE OF MOTOR VEHICLES AND PEDESTRIANS BETWEEN ALL PORTIONS OF THE PROPERTY AND THE ADJACENT PROPERTY TO AND FROM ALL ABUTTING STREETS OF RIGHTS OF WAY FURNISHING ACCESS TO THE PROPERTY AND ADJACENT PROPERTY INCLUDING ALL SIDEWALKS, WALKWAYS, AND PEDWAYS (COLLECTIVELY, THE 26' CROSS ACCESS EASEMENT"). THE ACCESS EASEMENT SHALL BE FOR THE PURPOSE OF ACCESSING THE PROPERTIES FOR THE CONDUCT OF BUSINESS THEREUPON AND SHALL IN NO EVENT INCLUDE RIGHTS OR PARKING FOR DELIVERY OR TRUCK PARKING, EMPLOYEES OR CUSTOMER PARKING, OR OVERNIGHT PARKING OR STORAGE, OR SIMILAR PARKING PURPOSES EXCEPT IN DESIGNATED PARKING STALLS LOCATED ADJACENT TO THE ACCESS EASEMENT, AND THE RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY ARE EXPRESSLY LIMITED TO THE MATTERS SET FORTH HEREIN. THE OWNER OF ANY PARCEL BURDENED BY THE ACCESS EASEMENT SHALL BE PERMITTED TO RELOCATE THAT PORTION OF THE ACCESS EASEMENT LOCATED UPON ITS PROPERTY AT SUCH PARTY'S SOLE COST AND EXPENSE, WITH PRIOR WRITTEN NOTICE TO THE OTHER BENEFITED PARTIES AND APPROVAL FROM THE APPROPRIATE GOVERNING AGENCIES.

PLAT SUBMITTED BY AND RETURN TO:
MIKE MACKINNON
5277 TRILLIUM BLVD.
HOFFMAN ESTATES, IL 60192
PHONE: (248) 496-2323

AFTER RECORDING SUBMIT TAX BILL TO:

Rev	Date	Description	By
1	5/17/22	ADDED CROSS ACCESS EASEMENT	BC
2	9/16/22	ADDRESSED CITY COMMENTS 9-9-2022	BC
3	2/13/23	REVISED CERTIFICATIONS	BC
4	2/22/23	REVISED PER COMMENTS	BC
5	3/6/23	REVISED PER COMMENTS	BC

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2100 Manchester Road, Building A, Suite 203 Wheaton, Illinois 60187
ph: (630)668-7603 web: www.wmaltd.com
Design Firm License No. 184-003101

PLAT OF SUBDIVISION

LOCATION: 18301 LAGRANGE ROAD TINLEY PARK, IL 60477

PREPARED FOR: HEIDNER PROPERTIES, INC. 5277 TRILLIUM BLVD. HOFFMAN ESTATES, IL 60192 T: 248.496.2323

JOB #:	DATE:	SCALE:
44578	04-27-2022	1"=80'
SURV: BC	DRAWN: BC	DESIGN:
FILE #: COOK CO. 33-36-12		SHEET #: 1 of 3

SHEET 2 OF 3

WHITE EAGLE DRIVE SUBDIVISION

BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, THE UNDERSIGNED, AS THE RECORDER OF DEEDS FOR _____ COUNTY DO HEREBY CERTIFY THAT INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF _____ COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D., 20_____ AT _____ O'CLOCK ___.M.

_____
RECORDER OF DEEDS

_____
PLEASE TYPE/PRINT NAME

OWNER AND NOTARY CERTIFICATE - PARCEL 1

STATE OF ILLINOIS)
COUNTY OF) SS

THIS IS TO CERTIFY THAT Tinley Park LaGrange Road LLC ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE ANNEXED PLAT, HAS CAUSED THE SAME TO BE PLATTED AS INDICATED HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

PURSUANT TO SECTION 1.005 OF THE PLAT ACT, 765 ILCS 205, THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND BELIEVES SAID PROPERTY IS, TO THE BEST OF THEIR KNOWLEDGE, IN THE FOLLOWING SCHOOL DISTRICTS:

ELEMENTARY SCHOOL DISTRICT 140
CONSOLIDATED HIGH SCHOOL DISTRICT 230
MORAINE VALLEY COMMUNITY COLLEGE DISTRICT 524

DATED AT Hoffman Estates, ILLINOIS, THIS 21st DAY OF March A.D., 2023.

BY: _____
TITLE: Authorized Signatory
5277 Trillium Blvd
Hoffman Estates, IL 60192

ATTEST: _____
TITLE: Authorized Signatory

STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, James J. Garner, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT Rick E. Heidner AND Mike MacKinnon, OF Tinley Park LaGrange Road LLC PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH Authorized Signatory AND Authorized Signatory, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH AND THE SECRETARY DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION, DID AFFIX SAID CORPORATE SEAL TO SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL AT Hoffman Estates, ILLINOIS,

THIS 21st DAY OF March A.D., 20_____.

BY James J. Garner
NOTARY PUBLIC

OFFICIAL SEAL
JAMES J GARNER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/16/2026

3/16/2026
MY COMMISSION EXPIRES

OWNER AND NOTARY CERTIFICATE - PARCEL 2

STATE OF ILLINOIS)
COUNTY OF) SS

THIS IS TO CERTIFY THAT Lewisville Hotel Partners, LLC ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE ANNEXED PLAT, HAS CAUSED THE SAME TO BE PLATTED AS INDICATED HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

PURSUANT TO SECTION 1.005 OF THE PLAT ACT, 765 ILCS 205, THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND BELIEVES SAID PROPERTY IS, TO THE BEST OF THEIR KNOWLEDGE, IN THE FOLLOWING SCHOOL DISTRICTS:

ELEMENTARY SCHOOL DISTRICT 140
CONSOLIDATED HIGH SCHOOL DISTRICT 230
MORAINE VALLEY COMMUNITY COLLEGE DISTRICT 524

DATED AT Naperville, ILLINOIS, THIS 11 DAY OF April A.D., 20 2023

BY: Lumi Whberry
TITLE: President

ATTEST: Charles Perez
TITLE: Accountant

STATE OF ILLINOIS)
COUNTY OF) SS

I, Charles R Burke, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT Shawn Latchney AND _____, OF Super Host Hospitality, Inc Lewisville Hotel Partners, LLC ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH _____ AND Shawn Latchney, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH AND THE SECRETARY DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION, DID AFFIX SAID CORPORATE SEAL TO SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL AT Naperville, ILLINOIS,

THIS 11th DAY OF April A.D., 2023.

BY: Charles R Burke
NOTARY PUBLIC

CHARLES R BURKE
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 2, 2025

March 2, 2025
MY COMMISSION EXPIRES

VILLAGE ENGINEER

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED BY THE VILLAGE ENGINEER FOR THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, 2023.

_____
VILLAGE ENGINEER

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF §2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL, BE REQUIRED BY THE DEPARTMENT.

_____
JOSE RIOS, P.E.
REGION ONE ENGINEER

ENGINEER'S SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) ss

THIS IS TO CERTIFY THAT I, A REGISTERED PROFESSIONAL ENGINEER, CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISIONS HAVE BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS 9 DAY OF MAY, 2023

BY: JASON GREEN
WT GROUP, LLC

LICENSED PROFESSIONAL ENGINEER
JASON E. GREEN
062.059460
OF ILLINOIS

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF) SS

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS.

DATED AT_____, ILLINOIS, THIS ___ DAY OF _____,20___.

_____
CHAIRMAN

ATTEST:

_____
SECRETARY

BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS.

AT A MEETING HELD THIS ___ __DAY OF _____, 20___.

_____
PRESIDENT

ATTEST:

_____
VILLAGE CLERK

DIRECTOR OF TAX MAPPING

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, DIRECTOR OF THE TAX MAPPING AND PLATTING OFFICE DO HEREBY CERTIFY THAT I HAVE CHECKED THE PROPERTY DESCRIPTION ON THIS PLAT AGAINST AVAILABLE COUNTY RECORDS AND FIND SAID DESCRIPTION TO BE TRUE AND CORRECT. THE PROPERTY HEREIN

DESCRIBED IS LOCATED ON TAX MAP # _____ REAL ESTATE TAX INDEX NUMBER (PIN)

_____

_____.

_____.

DATED THIS _____ DAY OF _____, A.D. 20__.

_____
DIRECTOR

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, THE UNDERSIGNED, AS COUNTY CLERK OF COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID OR FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND DEPICTED HEREON.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT DEPICTED HEREON.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT _____ , ILLINOIS, THIS _____ DAY

OF _____ , A.D., 20_____.

_____
COUNTY CLERK

_____
PLEASE TYPE/PRINT NAME

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS CERTIFICATE

STATE OF ILLINOIS)

COUNTIES OF COOK)SS

THIS PLAT HAS BEEN APPROVED BY THE COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS WITH RESPECT TO ROADWAY ACCESS PURSUANT TO 765 ILCS 205/2. HOWEVER, A HIGHWAY PERMIT, CONFORMING TO THE STANDARDS OF THE COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS IS REQUIRED BY THE OWNER OF THE PROPERTY FOR THIS ACCESS.

_____DAY OF _____, _____

_____
SUPERINTENDENT OF TRANSPORTATION AND HIGHWAYS

COOK COUNTY, ILLINOIS

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF TINLEY PARK, COMMONWEALTH EDISON COMPANY, SBC TELEPHONE COMPANY, AUTHORIZED C.A.T.V. FRANCHISE, GRANTEES, THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E"(OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E"(OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. THE TERM "COMMON ELEMENTS"SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME. THE TERM "COMMON AREA OR AREAS"IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING"AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS", AND "COMMON ELEMENTS"INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT. RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

MUNICIPAL UTILITY EASEMENTS

NON-EXCLUSIVE, PERPETUAL EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF TINLEY PARK, ILLINOIS, ITS SUCCESSORS AND ASSIGNS OVER ALL AREAS MARKED "PUBLIC UTILITY AND DRAINAGE EASEMENT"ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, INSTALL, REMOVE, REPAIR, INSPECT, MAINTAIN, AND OPERATE OVERLAND DRAINAGE SERVICES AND STORM WATER VOLUME CONTROL ROUTES, STORM AND/OR SANITARY SEWERS AND SERVICES, AND WATER MAINS AND SERVICES, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE IN, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS AND UPON THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN AND TRIM OR REMOVE ANY FENCES, TEMPORARY STRUCTURES, TREES, SHRUBS, ROOTS OR OTHER PLANTS AND APPURTENANCES WITHOUT OBLIGATION TO RESTORE OR REPLACE AND WITHOUT NEED FOR PROVIDING COMPENSATION THEREFORE ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS, MAINS, AND SERVICES PROVIDED. NO PERMANENT BUILDINGS, STRUCTURES OR OTHER OBSTRUCTIONS SHALL BE PLACED ON SAID EASEMENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE VILLAGE, BUT SAME MAY BE USED AT THE RISK OF THE OWNER FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED FOR BOTH SEWER AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF TINLEY PARK AND TO VILLAGE APPROVAL AS TO DESIGN AND LOCATION. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO

NI-COR GAS COMPANY

ITS RESPECTIVE SUCCESSORS AND ASSIGNS ("NI-COR") TO INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE, FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF NATURAL GAS IN, OVER, UNDER, ACROSS ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THIS PLAT MARKED "PUBLIC UTILITY AND DRAINAGE EASEMENT," "COMMON AREA OR AREAS" AND STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, AND THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS," TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, AND TO SERVE OTHER PROPERTY, ADJACENT OR OTHERWISE, AND THE RIGHT TO REMOVE OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO, TREES, BUSHES, ROOTS AND FENCES, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER NI-COR FACILITIES OR IN, UPON OR OVER THE PROPERTY IDENTIFIED ON THIS PLAT FOR UTILITY PURPOSES WITHOUT THE PRIOR WRITTEN CONSENT OF NI-COR. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. THE TERM "COMMON ELEMENTS" SHALL HAVE THAT MEANING SET FORTH FOR SUCH TERM IN SECTION 605/2(E) OF THE "CONDOMINIUM PROPERTY ACT" (ILLINOIS COMPILED STATUTES, CH. 765, SEC. 605/2(E)) AS AMENDED FROM TIME TO TIME. THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, INCLUDING REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PROPERTY, EVEN THOUGH SUCH AREAS MAY BE DESIGNATED ON THIS PLAT BY OTHER TERMS.

Rev	Date	Description	By
1	5/17/22	ADDED CROSS ACCESS EASEMENT	BC
2	9/16/22	ADDRESSED CITY COMMENTS 9-9-2022	BC
3	2/13/23	REVISED CERTIFICATIONS	BC
4	2/22/23	REVISED PER COMMENTS	BC
5	3/6/23	REVISED PER COMMENTS	BC

WEBSTER, MCGRATH & AHLBERG LTD.
WMA
LAND SURVEYING - CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE
Over a Century of Service to our Clients
2100 Manchester Road, Building A, Suite 203 Wheaton, Illinois 60187
ph: (630)668-7603 web: www.wmaltd.com
Design Firm License No. 184-003101

PLAT OF SUBDIVISION

LOCATION: 18301 LAGRANGE ROAD TINLEY PARK, IL 60477

PREPARED FOR: HEIDNER PROPERTIES, INC. 5277 TRILLIUM BLVD. HOFFMAN ESTATES, IL 60192 T: 248.496.2323

JOB #:	DATE:	SCALE:
44578	04-27-2022	1"=80'
SURV: BC	DRAWN: BC	DESIGN:
FILE #: COOK CO. 33-36-12		SHEET #: 2 of 3

SHEET 3 OF 3

WHITE EAGLE DRIVE SUBDIVISION

BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

$TIME$

$DATE$

SURVEYOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT WEBSTER, McGRATH AND AHLBERG, LTD., HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

PARCEL 1

THAT PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4 THAT IS 253.81 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 48.99 FEET; THENCE SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 338.86 FEET; THENCE SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 580.18 FEET; THENCE SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 546.21 FEET; THENCE SOUTH 02 DEGREES 56 MINUTES 03 SECONDS WEST, A DISTANCE OF 975.42 FEET MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 33.87 FEET TO THE WEST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 10157484, RECORDED SEPTEMBER 26, 1928, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 15.12 FEET TO THE WESTERLY LINE OF THE DEED RECORDED AUGUST 23, 1993 AS DOCUMENT 93667499; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID DEED, THE FOLLOWING THREE COURSES; SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST 338.86 FEET; SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST 580.18 FEET; SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST 447.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST 333.48 FEET TO SAID WEST LINE OF 96TH AVENUE; THENCE NORTH 01 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG THE LAST DESCRIBED LINE 1328.76 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM THAT PART OF THE LAND BOUNDED AND DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 48.99 FEET TO THE WESTERLY LINE OF DEED RECORDED AUGUST 23, 1993 AS DOCUMENT NUMBER 93667499; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 338.86 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 580.18 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, DISTANCE OF 447.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 99.18; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 02 DEGREES 56 MINUTES 03 SECONDS WEST, A DISTANCE OF 975.42 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE EASTERLY ALONG SAID SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 4.03 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STRIP MAP F.A.I. 80 99-5-1(AS MONUMENTED AND OCCUPIED) AND AS SHOWN ON PLAT OF HIGHWAYS JOB R90-004-07; THENCE CONTINUING ALONG SAID EAST LINE OF SAID STRIP MAP F.A.I. 80 99-5-1, NORTH 02 DEGREES 28 MINUTES 30 SECONDS EAST, A DISTANCE OF 973.16 FEET; THENCE CONTINUING ALONG SAID EAST LINE OF SAID STRIP MAP F.A.I. 80 99-5-1, NORTH 13 DEGREES 00 MINUTES 39 SECONDS EAST, A DISTANCE OF 96.53 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH RIGHT OF WAY LINE OF 183RD STREET RECORDED AS DOCUMENTS 0831710040 AND 0831710038; THENCE SOUTH 88 DEGREES 48 MINUTES 56 SECONDS WEST, A DISTANCE OF 8.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

FURTHER EXCEPTING THEREFROM THAT PART OF THE LAND BOUNDED AND DESCRIBED AS FOLLOWS:

THAT PART OF EAST 1/2 OF SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 COMMENCING AT NORTHEAST CORNER OF SAID EAST 1/2 OF SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 27' 19" EAST 77.206 METERS (253.30 FEET) ALONG EAST LINE OF SAID EAST 1/2 OF SOUTHEAST 1/4 TO POINT OF BEGINNING AND EASTERLY RIGHT OF WAY OF FAI-80 EXTENDED; THENCE NORTH 89 DEGREES 44 MINUTES 27 SECONDS WEST 10.391 METERS (34.09 FEET) ALONG SAID EASTERLY RIGHT OF WAY LINE OF FAI-80; THENCE SOUTH 15 DEGREES 11 MINUTES 32 SECONDS WEST 103.209 METERS (338.61 FEET) ALONG SAID EASTERLY RIGHT OF WAY OF FAI-80; THENCE SOUTH 11 DEGREES 45 MINUTES 18 SECONDS WEST 176.838 METERS (580.18 FEET) ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF FAI-80; THENCE SOUTH 14 DEGREES 02 MINUTES 23 SECONDS WEST 166.486 METER (546.21 FEET) ALONG SAID EASTERLY LINE OF FAI-80; THENCE SOUTH 04 DEGREES 07 MINUTES 21 SECONDS WEST 37.813 METERS (124.06 FEET) ALONG SAID EASTERLY RIGHT OF WAY LINE OF FAI-80, TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED, STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017; THENCE NORTH 14 DEGREES 39 MINUTES 26 SECONDS EAST 197.066 METERS (646.54 FEET) TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017; THENCE NORTH 22 DEGREES 07 MINUTES 52 SECONDS EAST 179.492 METERS (588.88 FEET) TO A POINT ON THE SAID EAST LINE OF EAST 1/2 OF SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 27 MINUTES 19 SECONDS WEST 114.995 METERS (377.28 FEET) ALONG SAID EAST LINE OF EAST 1/2 OF SOUTHEAST 1/4 TO POINT OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM ALL OF THE FOLLOWING:
TRACT A:

THAT PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 48.99 FEET; THENCE SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 338.86 FEET; THENCE SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 580.18 FEET; THENCE SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 447.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 33.02 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED); THENCE CONTINUING NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 300.32 FEET TO THE WEST LINE OF 96TH AVENUE; THENCE SOUTH 01 DEGREE 18 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE OF 96TH AVENUE, A DISTANCE OF 48.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 18 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 40.58 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 59 SECONDS WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 85 DEGREES 02 MINUTES 58 SECONDS WEST, A DISTANCE OF 221.41 FEET; THENCE SOUTH 45 DEGREES 32 MINUTES 46 SECONDS WEST, A DISTANCE OF 31.44 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED); THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE A DISTANCE OF 79.14 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 313.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT B:

THAT PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 48.99 FEET; THENCE SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 338.86 FEET; THENCE SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 580.18 FEET; THENCE SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 447.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 33.02 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED) TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 300.32 FEET TO THE WEST LINE OF 96TH AVENUE; THENCE SOUTH 01 DEGREE 18 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE OF 96TH AVENUE, A DISTANCE OF 48.54 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 56 SECONDS WEST, A DISTANCE OF 313.36 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED); THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE A DISTANCE OF 50.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND FURTHERING EXCEPTING THEREFROM:

THE SOUTH 237.11 FEET AS MEASURED PERPENDICULAR FROM THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE SOUTH 237.11 FEET AS MEASURED PERPENDICULAR FROM THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4 THAT IS 253.81 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 48.99 FEET; THENCE SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 338.86 FEET; THENCE SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 580.18 FEET; THENCE SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 546.21 FEET; THENCE SOUTH 02 DEGREES 56 MINUTES 03 SECONDS WEST, A DISTANCE OF 975.42 FEET MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 TO THE SOUTH EAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 TO THE POINT OF BEGINNING.

EXCEPT THAT PART LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF STRIP MAP F.A.I. 80 99-5-1(AS MONUMENTED AND OCCUPIED) AND AS SHOWN ON PLAT OF HIGHWAYS JOB R90-004-07.

AS SHOWN BY THE ANNEXED PLAT, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

WE FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF TINLEY PARK, WHICH HAS AUTHORIZED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED.

WE FURTHER CERTIFY THAT BY SCALE MEASUREMENT ONLY, BASED UPON THE FLOOD INSURANCE RATE MAP FOR WILL COUNTY, ILLINOIS, AND INCORPORATED AREAS, MAP NUMBER 17031C0711J WITH AN EFFECTIVE DATE OF AUGUST 19, 2008. THE SURVEYED PROPERTY LIES WITHIN NO SPECIAL FLOOD HAZARD AREA, PANEL NOT PRINTED.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND CORPORATE SEAL AT WHEATON, ILLINOIS, THIS 15th

DAY OF MARCH, A.D., 20 23.

WEBSTER, McGRATH AND AHLBERG, LTD.

PROFESSIONAL LAND SURVEYOR
JOEL C. VIETTI
035-003561
WHEATON
ILLINOIS
STATE OF ILLINOIS

BY: Joel C. Vietti

IL. PROFESSIONAL LAND SURVEYOR NO. 3561
LICENSE EXPIRATION DATE: NOVEMBER 30, 2024
2100 MANCHESTER ROAD, SUITE 203,
WHEATON, ILLINOIS 60187
PHONE: (630) 668-7603

Rev	Date	Description	By
1	5/17/22	ADDED CROSS ACCESS EASEMENT	BC
2	9/16/22	ADDRESSED CITY COMMENTS 9-9-2022	BC
3	2/13/23	REVISED CERTIFICATIONS	BC
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Over a Century of Service to our Clients
2100 Manchester Road, Building A, Suite 203 Wheaton, Illinois 60187
ph: (630)668-7603 web: www.wmaltd.com
Design Firm License No. 184-003101

PLAT OF SUBDIVISION

LOCATION: 18301 LAGRANGE ROAD
TINLEY PARK, IL 60477

PREPARED FOR: HEIDNER PROPERTIES, INC.
5277 TRILLIUM BLVD.
HOFFMAN ESTATES, IL 60192
T: 248.496.2323

JOB #:	DATE:	SCALE:
44578	04-27-2022	1"=80'
SURV: BC	DRAWN: BC	DESIGN:
FILE #: COOK CO. 33-36-12		SHEET #: 3 of 3

$FILEL$

Interoffice Memo

Date: September 5, 2023

To: Committee of the Whole

CC: Daniel Ritter, Community Development Director

From: Carolyn Mitera, Business Retention & Marketing Specialist

Subject: 18301 S. LaGrange Road- Class 7b- Lenny's Gas N Wash SE Tinley Park, LLC

BACKGROUND

Lenny's Gas N Wash SE Tinley Park, LLC ("Applicant") plans to invest approximately $4 million, excluding the purchase of the land, to construct an approximately 8,110 square foot convenience store, restaurant, and fueling station location with 24 fueling pumps, 55 parking spaces and and approximately 4,900 square foot carwash for a proposed Gas N Wash on the 275,124 square foot vacant lot located at 18301 S. LaGrange Road in Tinley Park. This location has been 100% vacant and requires substantial investment for new construction.

The Applicant plans to construct and operate a Gas N Wash at this location. Lenny's Gas N Wash plans to start contruction in Fall 2023 and to occupy the building by Spring 2024.

The Village of Tinley Park can expect Lenny's Gas N Wash to increase the property tax value of the location and result in an increase in sales taxes. The Applicant expects to create 50-60 construction jobs. Once the project is complete, they expect to hire approximately 39 employees (15 full-time and 24 part-time). In addition, Gas N Wash also generates sales tax and has taxable sales amount of approximately $300,000-$500,000 per year, which the Village will receive a portion. Similar positive economic effects exist at the two existing Tinley Park locations.

The Applicant has retained the counsel of Liston & Tsantilis, a property tax law firm located in Chicago, Illinois, to assist with preparing the Class 7b application for Village and Cook County submittal.

The land is dificult to develop due to a large grade change and limited vehicle access. Without the assistance from the Class 7b Tax Incentive, the Applicant will be unable to construct the new facility and may instead look to sell off the land, which is likely to remain vacant and unused.

DISCUSSION

The Applicant is requesting a Class 7b incentive to develop on land commonly known as 18301 S. LaGrange Road (PIN: portion of 27-33-401-013-0000). The Applicant has stated "but for . . ." the Class 7b reclassification the the development of this property will likely not be feasible. Class 7b reclassifications provide an assessment of 10% of fair market value for the first ten (10) years, 15% in the 11th year, and 20% in the 12th year.

The Class 7b Incentive Program is intended to spur development in areas determined to be "in need of commercial development," commercial projects with total development costs, exclusive of land, over $2 million, which would not be economically feasible without the incentive. The twelve-year incentive applies to all newly constructed buildings or other structures, including the land upon which they are situated. High property taxes are a primary reason for Class 7b incentives and the competition with Will County and Indiana taxes.

Incentive Policy Checklist

The following statements are in line with the Village or Tinley Park's incentive policy.

1. The developer will file the Cook County forms, plans to be a long-term owner/investor, and plans to comply with Village and County obligations of the Class 7b Incentive Program.
2. As a project expected to exceed $1 million in capital investment, this project meets the Minimum Capital Investment Policy requirement.
3. Due to its location in an undeveloped area, this project meets the Target Development Area Incentive Policy Requirement outlined in section B-8.

Benefits

The project will be an enhancement to the Village by developing vacant land along LaGrange Road located in Cook County.

REQUEST

Staff is seeking direction on the approval of a class 7b for Lenny's Gas N Wash to construct a 8,110 square foot convenience store, two restaurants, fueling station, and car wash for a proposed Gas N Wash in Tinley Park. The Economic and Commercial Commission unanimously recommended this item for approval at their June 12, 2023 meeting. Staff requests for the Committee of the Whole to move this item forward for consideration at the Village Board later this evening.

THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2023-R-103

A RESOLUTION SUPPORTING AND CONSENTING TO THE FILING OF A CLASS 7B APPLICATION AND FINDING THE CLASS 7B NECESSARY FOR DEVELOPMENT TO OCCUR AT 18301 LA GRANGE ROAD (GAS N WASH)

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION NO. 2023-R-103

A RESOLUTION SUPPORTING AND CONSENTING TO THE FILING OF A CLASS 7B APPLICATION AND FINDING THE CLASS 7B NECESSARY FOR DEVELOPMENT TO OCCUR AT 18301 LA GRANGE ROAD (GAS N WASH)

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park ("Village") desires to attract new commercial development, stimulate the expansion and retention of existing industry, and increase employment opportunities in the Village; and

WHEREAS, Cook County has instituted a program to encourage commercial development known as the Cook County Real Property Classification Ordinance ("Tax Incentive Ordinance"); and

WHEREAS, said Tax Incentive Ordinance provides a Class 7b incentive that is designed to encourage commercial development throughout Cook County by offering real estate tax incentives for the development of new commercial facilities, the rehabilitation of existing commercial structures, and the commercial reutilization of abandoned buildings; and

WHEREAS, Lenny's Gas N Wash SE Tinley Park, LLC ("Applicant"), desires to redevelop certain real property located at 18301 South LaGrange Road, Tinley Park, Illinois ("Subject Property"), legally described in the attached **Exhibit 1**, PIN: portion of 27-33-401-013-0000, in reliance on the Class 7b incentives and to plans to construct a a high end, approximately 8,110 square foot convenience store/restaurant/fueling station for a proposed Gas N Wash on the 275,124 square foot vacant lot to said Subject Property; and

WHEREAS, The Applicant would find it difficult to construct at the Subject Property given the current tax liability on the Subject Property but for said Class 7b incentive, which provides a reduced assessment of ten percent (10%) of fair market value of the Property for the first ten years, fifteen percent (15%) for the eleventh year, and twenty percent (20%) for the twelfth

year. Without this incentive, commercial property would normally be assessed at twenty-five (25%) of its market value; and

WHEREAS, said Subject Property does not have a Class 7b incentive applied to the Subject Property and the Applicant seeks approval from the Village to consent and support said Class 7b incentive to be applied to the Subject Property; and

WHEREAS, the Village and Applicant have executed a Property Tax Assessment Classification Agreement ("Classification Agreement"), attached hereto as **Exhibit 2** and incorporated herein, which imposes certain terms and conditions on the Village's support for Applicant's request for the Class 7b reclassification of the Subject Property; and

WHEREAS, the Village has received an Economic Disclosure Statement in accordance with the Cook County Board; and

WHEREAS, the Village has determined that the Subject Property meets the requirements necessary for approving the request for certain tax incentives, and by allowing said reclassification will further promote the economic viability of the Subject Property which is aligned with the Village's desire to attract new commercial development, stimulate the expansion and retention of existing industry, and increase employment opportunities in the Village; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve the request submitted by Lenny's Gas N Wash SE Tinley Park, LLC and consent and support the Class 7b reclassification of the Subject Property; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park hereby approves the request submitted by the Applicant and supports and consents to the Class 7b reclassification, subject to the terms and conditions memorialized in the Classification Agreement, and has determined that the commercial use of the Subject Property by Lenny's Gas N Wash SE Tinley Park, LLC for its new Gas N Wash location at the Subject Property is both necessary and beneficial to the Village.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

18301 South LaGrange Road

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.
PASSED THIS 5th day of September, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 5th day of September, 2023.

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

18301 South LaGrange Road

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-103, "A RESOLUTION SUPPORTING AND CONSENTING TO THE FILING OF A CLASS 7B APPLICATION AND FINDING THE CLASS 7B NECESSARY FOR DEVELOPMENT TO OCCUR AT 18301 LA GRANGE ROAD (GAS N WASH)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 5, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of September, 2023.

_____
VILLAGE CLERK

EXHIBIT 1
LEGAL DESCRIPTION

PIN: Portion of 27-33-401-013-0000
COMMON ADDRESS: 18301 S. LAGRANGE ROAD

THAT PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4 THAT IS 253.81 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 48.99 FEET; THENCE SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 338.86 FEET; THENCE SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 580.18 FEET; THENCE SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 546.21 FEET; THENCE SOUTH 02 DEGREES 56 MINUTES 03 SECONDS WEST, A DISTANCE OF 975.42 FEET MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 TO THE SOUTH EAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 33.87 FEET TO THE WEST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 10157484, RECORDED SEPTEMBER 26, 1928, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 15.12 FEET TO THE WESTERLY LINE OF THE DEED RECORDED AUGUST 23, 1993 AS DOCUMENT 93667499; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID DEED, THE FOLLOWING THREE COURSES; SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST 338.86 FEET; SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST 580.18 FEET; SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST 447.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST 333.48 FEET TO SAID WEST LINE OF 96TH AVENUE; THENCE NORTH 01 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG THE LAST DESCRIBED LINE 1328.76 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

FURTHER EXCEPTING THEREFROM THAT PART OF THE LAND BOUNDED AND DESCRIBED AS FOLLOWS:

THAT PART OF EAST 1/2 OF SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 COMMENCING AT NORTHEAST CORNER OF SAID EAST 1/2 OF SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 27' 19" EAST 77.206 METERS (253.30 FEET) ALONG EAST LINE OF SAID EAST 1/2 OF SOUTHEAST 1/4 TO POINT OF BEGINNING AND EASTERLY RIGHT OF WAY OF FAI-80 EXTENDED; THENCE NORTH 89 DEGREES 44 MINUTES 27 SECONDS WEST 10.391 METERS (34.09 FEET) ALONG SAID EASTERLY RIGHT OF WAY LINE OF FAI-80; THENCE SOUTH 15 DEGREES 11 MINUTES 32 SECONDS WEST 103.209 METERS (338.61 FEET) ALONG SAID EASTERLY RIGHT OF WAY OF FAI-80; THENCE SOUTH 11 DEGREES 45 MINUTES 18 SECONDS WEST 176.838 METERS (580.18 FEET) ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF FAI-80; THENCE SOUTH 14 DEGREES 02 MINUTES 23 SECONDS WEST 166.486 METER (546.21 FEET) ALONG SAID EASTERLY LINE OF FAI-80; THENCE SOUTH 04 DEGREES 07 MINUTES 21 SECONDS WEST 37.813 METERS (124.06 FEET) ALONG SAID EASTERLY RIGHT OF WAY LINE OF FAI-80, TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED, STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017; THENCE NORTH 14 DEGREES 39 MINUTES 26 SECONDS EAST 197.066 METERS (646.54 FEET) TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017; THENCE NORTH 22 DEGREES 07 MINUTES 52 SECONDS EAST 179.492 METERS (588.88 FEET) TO A POINT ON THE SAID EAST LINE OF EAST 1/2 OF SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 27 MINUTES 19 SECONDS WEST 114.995 METERS (377.28 FEET) ALONG SAID EAST LINE OF EAST 1/2 OF SOUTHEAST 1/4 TO POINT OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM ALL OF THE FOLLOWING:

TRACT A:

THAT PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 48.99 FEET; THENCE SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 338.86 FEET; THENCE SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 580.18 FEET; THENCE SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 447.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 33.02 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED); THENCE CONTINUING NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 300.32 FEET TO THE WEST LINE OF 96TH AVENUE; THENCE SOUTH 01 DEGREE 18 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE OF 96TH AVENUE, A DISTANCE OF 48.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 18 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 40.58 FEET;

THENCE SOUTH 88 DEGREES 56 MINUTES 59 SECONDS WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 85 DEGREES 02 MINUTES 58 SECONDS WEST, A DISTANCE OF 221.41 FEET; THENCE SOUTH 45 DEGREES 32 MINUTES 46 SECONDS WEST, A DISTANCE OF 31.44 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED); THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE A DISTANCE OF 79.14 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 313.36 FEET TO THE POINT OF BEGINNING,IN COOK COUNTY, ILLINOIS.

TRACT B:

THAT PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 48.99 FEET; THENCE SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 338.86 FEET; THENCE SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 580.18 FEET; THENCE SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 447.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 33.02 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED) TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 300.32 FEET TO THE WEST LINE OF 96TH AVENUE; THENCE SOUTH 01 DEGREE 18 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE OF 96TH AVENUE, A DISTANCE OF 48.54 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 56 SECONDS WEST, A DISTANCE OF 313.36 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED); THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE A DISTANCE OF 50.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.
AND FURTHER EXCEPTING THEREFROM:

THE SOUTH 237.11 FEET AS MEASURED PERPENDICULAR FROM THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, ALL IN COOK COUNTY, ILLINOIS

18301 South LaGrange Road

EXHIBIT 2
CLASSIFICATION AGREEMENT

PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK
AND LENNY'S GAS N WASH SE TINLEY PARK, LLC
(*18301 South LaGrange Road, Tinley Park, Illinois 60487*)

THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT ("**Agreement**") is made this 5th day of September, 2023 ("**Execution Date**"), by and between the **Village of Tinley Park**, an Illinois municipal corporation ("**Village**"), and **Lenny's Gas N Wash SE Tinley Park, LLC,** an Illinois Limited Liability Company ("**Owner**").

RECITALS

WHEREAS, the President and Board of Commissioners of the County of Cook have prior hereto enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time ("**Classification Ordinance**"), which provides for a tax assessment incentive classification designed to encourage commercial and industrial development throughout Cook County by offering a real estate tax incentive for the development of new commercial facilities, the rehabilitation of existing commercial structures and the utilization of abandoned buildings on properties that have been designated as experiencing severe economic stagnation and blighted by the community in order to create employment opportunities and expand the tax base; and

WHEREAS, the Owner is the contract purchaser of property generally located at 18301 South LaGrange Road, Tinley Park, Illinois, and as legally described on **Exhibit A** ("**Property**"); and

WHEREAS, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 7b Real Estate Tax Assessment Classifications, as said term is defined in the Classification Ordinance, ("**Class 7b Assessment Classification**") for the Property with said resolution stating that the Village finds the area surrounding the Property to be in need of development and that the Class 7b Assessment Classifications are necessary for such development to occur on the Property; and

WHEREAS, the adoption of resolutions by the Village is required and must be filed by Owner with the County of Cook application in order for the Property to secure said Class 7b Tax Assessment Classifications; and

WHEREAS, Owner shall develop the Property to construct a high end, convenience store/restaurant/fueling station and carwash for a proposed Gas N Wash, all as depicted in **Exhibit B** (the "**Site Plan**"); and

WHEREAS, without the Class 7b Assessment Classifications for the Property, the Project would not reasonably be anticipated to proceed; and

WHEREAS, in order to induce the Village to adopt the aforesaid resolution, Owner and Village desire to enter into this Agreement and to be bound by terms and conditions as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Village and Owner agree as follows:

Section 1. Incorporation. The representation and recitations hereinabove set forth in the recitals are hereby incorporated into this Agreement as if fully stated herein.

Section 2. Term of Agreement. The term of this Agreement and the obligations of Village and Owner hereunder shall commence upon the Execution Date and shall expire upon the expiration of the Class 7b Assessment Classification for the Property or the termination of this Agreement pursuant to Section 6 hereof, whichever occurs first ("**Term**").

Section 3. Covenants of the Village. In return for the representations and covenants of the Owner, all as contained herein, the Village covenants with and to the Owner as follows:

a. Village shall approve resolutions setting forth its consent and support of Owner's activation of the Class 7b Assessment Classifications for the Property, which will take effect upon execution of this Agreement (the "**Resolutions**"). During the Term and except as provided herein, the Village shall not take any action to revoke, rescind or otherwise dispute the Class 7b Assessment Classifications for the Property.

b. Village shall have no obligation to issue the Resolution to Owner until Owner has presented a signed agreement to the Village for recordation contemplated under Section 8(f) herein.

Section 4. Covenants of the Owner. In return for the representations and covenants of the Village, all as contained herein, the Owner, and its successors or assigns, covenants with and to the Village as follows:

a. Owner shall pay or cause to be paid when due all real estate property taxes relating to the Property or the operations on the Property, which are assessed or imposed upon the Property, or which become due and payable. Owner shall have the right to challenge real estate property taxes applicable to the Property; provided, that such real estate property taxes must be paid in full when due.

b. Owner shall redevelop the Property and cause the Project to be constructed in a first-class manner and in accordance with this Agreement, Site Plan, and any and all federal, state and local laws, ordinances, rules, regulations, orders, codes and ordinances applicable to the Property, the Project and/or the Owner. Owner shall substantially complete the Project, subject to delays from Force Majeure (defined below).

c. For purposes of this Agreement, "Force Majeure" shall mean an act of God, storm, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts etc.), war, civil commotion, shortages or unavailability of labor, present or future governmental law, ordinance, rule, order or regulation, inaction or delay on the part of any governmental authority, or other cause beyond the reasonable control of Owner, as applicable. In no event shall a delay resulting from economic hardship, commercial or economic frustration of purpose constitute an event caused by Force Majeure.

d. Upon completion of the improvements outlined in **Exhibit B**, the Owner shall submit to the Village for review and approval a completion statement from an engineer or other consultant with respect to the substantial completion of the improvements (a "**Completion Statement**").

e. The "**Substantial Completion Date**" shall mean the date on which the Village has approved a Completion Statement for the entirety of the improvements outlined in **Exhibit B**, such approval shall not be unreasonably withheld.

f. Owner shall comply with the Cook County prevailing wage requirements pursuant to Section 74-71(b) of the Cook County Code and the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.) and shall submit certified payroll to the Village on the 15th day of each month.

Section 5. Event of Default.

a. The following shall constitute an event of default ("**Event of Default**") by the Owner hereunder:

i. The failure of the Owner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Owner under this Agreement;

ii. The making or furnishing by the Owner to the Village of any representation, warranty, certificate, or report within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

iii. The filing by Owner of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed;

iv. The initiation against Owner by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed or stayed within forty-five (45) days after the date of filing; and

v. The violation or breach by Owner of any law, statute, rule or regulation of a governmental or administrative entity relating to the operation of the Property.

b. The following shall constitute an Event of Default by the Village hereunder:

i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Village under this Agreement.

Section 6. Remedies. Except as otherwise set forth herein, upon an Event of Default by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach ("**Cure Period**"). In case the Event of Default shall not be cured or remedied prior to the end of the Cure Period, the remedy to the aggrieved party shall, in addition to any other remedies provided for in this Agreement, be as set forth below:

a. In the Event of Default by the Owner, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:

i. Village shall have the following rights and remedies, in addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the Class 7b Assessment Classifications on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing and except as specifically set forth in Section 6(a)(ii) below, the Village shall not have the right to recover any property tax savings the Owner received as a result of the Class 7b Assessment Classifications on the Property for property tax years concluded prior to the Event of Default.

ii. Within five (5) business days of written demand from Village (the "**Demand Notice**"), Owner covenants that it shall file all requisite documentation with the Cook County Assessor's Office relinquishing and/or voiding the Class 7b Assessment Classifications for the Property and shall concurrently provide the Village with written notice of relinquishment together with all relevant documentation. Owner's covenants and obligations under this Section 6 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any written demand provided pursuant to this Section 6(a)(ii), Village, in addition to any and all other remedies, shall have the right to secure the specific performance of the obligation hereunder, and the right to recover the aggregate of any property tax savings the Owner received as a result of the Class 7b

Assessment Classifications on the Property accruing after the issuance of the Demand Notice.

b. Upon the occurrence of an Event of Default by the Village, and after the expiration of all applicable cure periods, the Owner shall have the following as its sole and exclusive rights and remedies: (i) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, injunctive relief or the specific performance of the obligations contained herein.

c. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

Section 7. Assignment.

a. Until the completion of the project identified in **Exhibit B**, Owner shall not sell, assign, transfer or otherwise dispose of its interest under this Agreement or its interest in the Property under any circumstances, without the written prior approval of the Village, which may be withheld or denied in its sole and absolute discretion, except:

i. Sale, assignment, or transfer to an entity directly controlling, controlled by or under common control with Owner ("**Affiliate**") shall be permitted without prior written approval of the Village (a "**Permitted Transfer**"); and

ii. Sale, assignment, or transfer of portions of the Property for which the Village has approved the completion of the improvements shall be a Permitted Transfer and shall not require Village approval.

b. After the Substantial Completion Date or Phase Completion Date as applicable, and so long as there exists no uncured Event of Default, Owner shall be permitted to sell, assign, transfer or otherwise dispose of its interests under this Agreement and its interests in the Property. Prior to exercising rights hereunder, any such proposed transferee or assignee under this Section 7(b) shall expressly assume all of the obligations of Owner under this Agreement and shall agree to be subject to all the conditions and restrictions to which Owner is subject by executing and recording on the Property an assumption, as approved by the Village, which shall not be unreasonably withheld, delayed or denied (the "**Assumption**"). Upon receipt of the fully executed Assumption by the Village, Owner shall be released from any obligation or responsibility under this Agreement.

c. Any assignment or transfer in violation of this Section 7 shall not relieve Owner or any other party from any obligations under this Agreement, and any such transferee or assignee shall not be entitled to the rights and benefits provided for herein.

Section 8. Miscellaneous.

a. Each party shall, at the request of the other, execute and/or deliver any further documents and do all acts as each party may reasonably require to carry-out the intent and meaning of this Agreement.

b. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instances and for the purpose given.

c. This Agreement represents the entire Agreement between the Village and the Owner. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.

d. If any section, sub-section, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decisions or decisions shall not affect the validity of the remaining portions of the Agreement.

e. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement and agrees not to raise lack of such authority in any action brought by any party or any third party to this Agreement.

f. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Applicant and the Village and, hereto, their respective grantees, successors, assigns and legal representatives. A copy of this Agreement shall be recorded against the Property at Owner's sole expense.

g. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

h. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of Cook, Illinois and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of Cook, Illinois and hereby waives any objections each party may have based on improper venue or forum *non conveniens* to the conduct of any proceeding instituted hereunder.

i. This Agreement may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

j. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing or claiming under this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorney's fees and costs in such proceeding or any appeal therefrom.

Section 9. Notice.

a. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) certified mail, return receipt requested:

If to Village: Village of Tinley Park
16250 S. Oak Park Ave.,
Tinley Park, IL 60477
Attn: Patrick Carr
Village Manager
pcarr@tinleypark.org

With a copy to: Peterson, Johnson & Murray – Chicago LLC
200 West Adams St. Ste. 2125
Chicago, IL 60606
Attn: Paul O'Grady
pogrady@pjmchicago.com

If to Owner: Lenny's Gas N Wash SE Tinley Park, LLC
8200 185th St., Unit K
Tinley Park, Illinois 60487
Attn: Leonard McEnery
akugar@gasnwash.net

With a copy to: Liston & Tsantilis,P.C.
33 North LaSalle St., 28th Floor
Chicago, IL 60602
Attn: Mark Rogers
mrogers@LTLawChicago.com

b. Any notice, demand, request or other communication required or permitted hereunder may be made only upon a party's attorney, which shall be effective for all purposes.

c. For all purposes of this Agreement, a "business day" shall refer to all Mondays, Tuesdays, Wednesdays, Thursdays and Fridays with the exception of United States and State of Illinois legal holidays.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, Village and Owner have executed this Agreement the day and year first hereinabove written.

VILLAGE:

VILLAGE OF TINLEY PARK, an Illinois municipal corporation

_____
By: Michael W. Glotz
Its: President

ATTEST:

_____
By: Nancy M. O'Connor
Its: Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 5th day of September, 2023, before me, personally appeared Michael W. Glotz, personally known, who being by me duly sworn did say that he is the Village President of the Village of Tinley Park, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

_____
Notary Public

Printed Name:_____

My commission expires:

IN WITNESS WHEREOF, Village and Owner have executed this Agreement the day and year first hereinabove written.

OWNER:

Lenny's Gas N Wash SE Tinley Park, LLC

By: _____

Name: _____
Title: Owner

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 5th day of September, 2023, before me, personally appeared Leonard McEnery, personally known, who being by me duly sworn did say that he is the Owner of Lenny's Gas N Wash SE Tinley Park SE LLC, that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

_____
Notary Public

Printed Name:_____

My commission expires:

EXHIBIT A

Legal Description

PIN: Portion of 27-33-401-013-0000

THAT PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4 THAT IS 253.81 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 48.99 FEET; THENCE SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 338.86 FEET; THENCE SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 580.18 FEET; THENCE SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 546.21 FEET; THENCE SOUTH 02 DEGREES 56 MINUTES 03 SECONDS WEST, A DISTANCE OF 975.42 FEET MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 TO THE SOUTH EAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 33.87 FEET TO THE WEST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 10157484, RECORDED SEPTEMBER 26, 1928, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 15.12 FEET TO THE WESTERLY LINE OF THE DEED RECORDED AUGUST 23, 1993 AS DOCUMENT 93667499; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID DEED, THE FOLLOWING THREE COURSES; SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST 338.86 FEET; SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST 580.18 FEET; SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST 447.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST 333.48 FEET TO SAID WEST LINE OF 96TH AVENUE; THENCE NORTH 01 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG THE LAST DESCRIBED LINE 1328.76 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

FURTHER EXCEPTING THEREFROM THAT PART OF THE LAND BOUNDED AND DESCRIBED AS FOLLOWS:

THAT PART OF EAST 1/2 OF SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 COMMENCING AT NORTHEAST CORNER OF SAID EAST 1/2 OF SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 27' 19" EAST 77.206 METERS (253.30 FEET) ALONG EAST LINE OF SAID EAST 1/2 OF SOUTHEAST 1/4 TO POINT OF BEGINNING AND EASTERLY RIGHT OF WAY OF FAI-80 EXTENDED; THENCE NORTH 89 DEGREES 44 MINUTES 27 SECONDS WEST 10.391 METERS (34.09 FEET) ALONG SAID EASTERLY RIGHT OF WAY LINE OF FAI-80; THENCE SOUTH 15 DEGREES 11 MINUTES 32 SECONDS WEST 103.209 METERS (338.61 FEET) ALONG SAID EASTERLY RIGHT OF WAY OF FAI-80; THENCE SOUTH 11 DEGREES 45 MINUTES 18 SECONDS WEST 176.838 METERS (580.18 FEET) ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF FAI-80; THENCE SOUTH 14 DEGREES 02 MINUTES 23 SECONDS WEST 166.486 METER (546.21 FEET) ALONG SAID EASTERLY LINE OF FAI-80; THENCE SOUTH 04 DEGREES 07 MINUTES 21 SECONDS WEST 37.813 METERS (124.06 FEET) ALONG SAID EASTERLY RIGHT OF WAY LINE OF FAI-80, TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED, STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017; THENCE NORTH 14 DEGREES 39 MINUTES 26 SECONDS EAST 197.066 METERS (646.54 FEET) TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017; THENCE NORTH 22 DEGREES 07 MINUTES 52 SECONDS EAST 179.492 METERS (588.88

FEET) TO A POINT ON THE SAID EAST LINE OF EAST 1/2 OF SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 27 MINUTES 19 SECONDS WEST 114.995 METERS (377.28 FEET) ALONG SAID EAST LINE OF EAST 1/2 OF SOUTHEAST 1/4 TO POINT OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM ALL OF THE FOLLOWING:

TRACT A:

THAT PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 48.99 FEET; THENCE SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 338.86 FEET; THENCE SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 580.18 FEET; THENCE SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 447.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 33.02 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED); THENCE CONTINUING NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 300.32 FEET TO THE WEST LINE OF 96TH AVENUE; THENCE SOUTH 01 DEGREE 18 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE OF 96TH AVENUE, A DISTANCE OF 48.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREE 18 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 40.58 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 59 SECONDS WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 85 DEGREES 02 MINUTES 58 SECONDS WEST, A DISTANCE OF 221.41 FEET; THENCE SOUTH 45 DEGREES 32 MINUTES 46 SECONDS WEST, A DISTANCE OF 31.44 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED); THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE A DISTANCE OF 79.14 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 313.36 FEET TO THE POINT OF BEGINNING,IN COOK COUNTY, ILLINOIS.

TRACT B:

THAT PART OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST, A DISTANCE OF 48.99 FEET; THENCE SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST, A DISTANCE OF 338.86 FEET; THENCE SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST, A DISTANCE OF 580.18 FEET; THENCE SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST, A DISTANCE OF 447.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 33.02 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED) TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST, A DISTANCE OF 300.32 FEET TO THE WEST LINE OF 96TH AVENUE; THENCE SOUTH 01 DEGREE 18 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE OF 96TH AVENUE, A DISTANCE OF 48.54 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 56 SECONDS WEST, A DISTANCE OF 313.36 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF FAI-80 (AS MONUMENTED AND OCCUPIED); THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE A DISTANCE OF 50.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

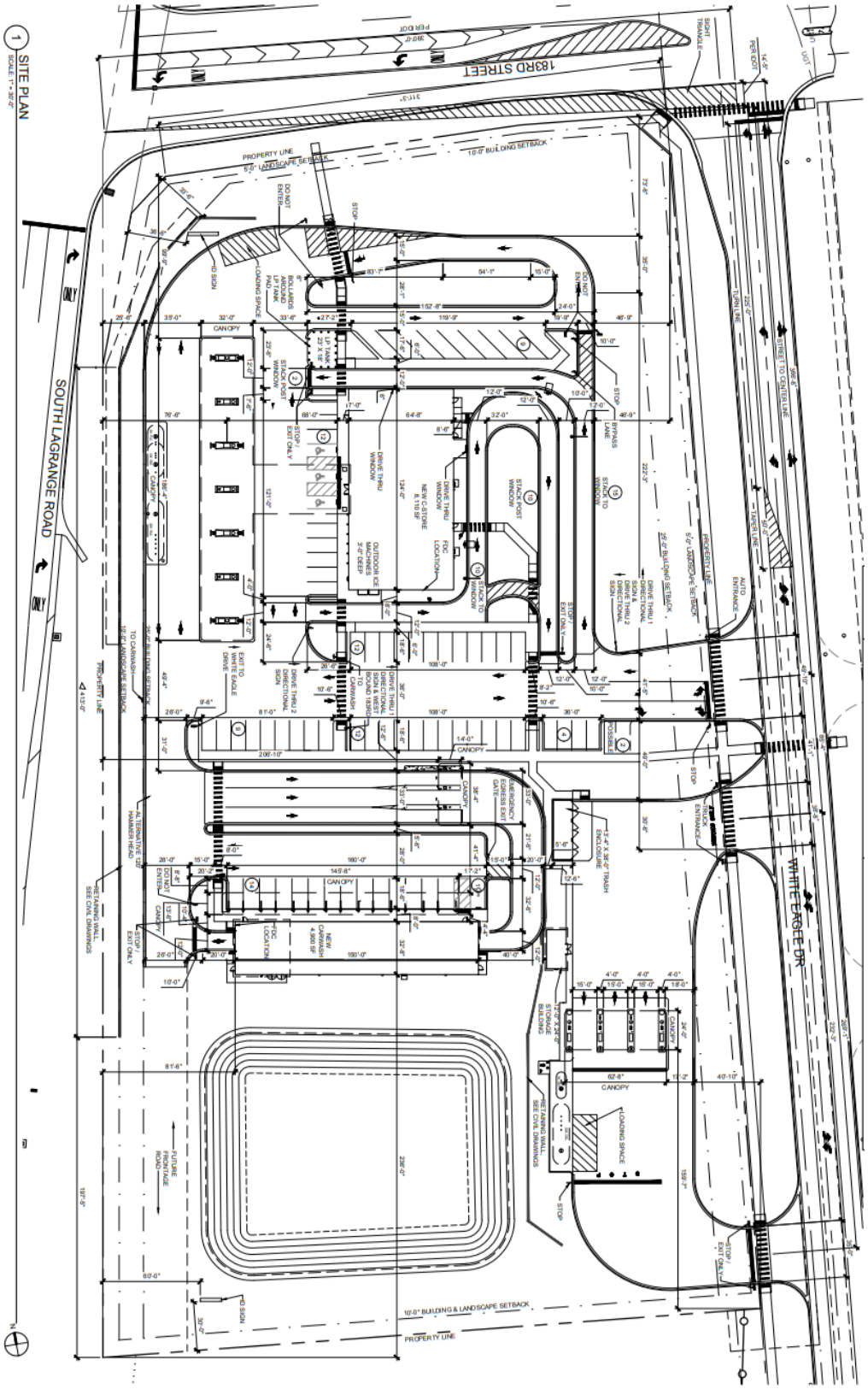
AND FURTHER EXCEPTING THEREFROM:

THE SOUTH 237.11 FEET AS MEASURED PERPENDICULAR FROM THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, ALL IN COOK COUNTY, ILLINOIS

18301 South LaGrange Road

EXHIBIT B

Site Plan



EDS AFFIDAVIT

I, LEONARD McENERY as agent for **LENNY'S GAS N WASH SE TINLEY PARK, LLC** (the "Applicant") does hereby certify that it would attest to the following facts as required by Sections 74-46 and 74-62 through 74-73 of the Cook County Code if called to testify:

1. That I am a duly authorized agent for the Applicant, who is the contract purchaser of the property located at located at 18301 S. LaGrange Road, Tinley Park, IL 60487 (PIN: a portion of 27-33-401-013-0000) (the "Subject Property").

2. Applicant does not hold title to any other property in Cook County:

3. Applicant's ownership is as follows:

Leonard McEnery – Member/Manager 100%
8200 185th Street, Unit K
Tinley Park, IL 60487

4. To my knowledge and after reviewing the Applicant's records, Applicant is not delinquent in the payment of any property taxes administered by Cook County or by a local municipality.

Further Affiant Sayeth Not

Leonard McEnery

Date: 5/25/2023

Subscribed and sworn before me
This 25th day of May, 2023

Kimberly T. Farbak
Signature of Notary Public

OFFICIAL SEAL
KIMBERLY T FARBAK
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12/19/26

Interoffice Memo

Date: Aug 28, 2023

To: Pat Carr – Village Manager
Hannah Lipman – Asst. Village manager

From: Darren Persha - Administrative Sergeant, Police Department

Subject: Purchase of Vehicles for new PD Crime Suppression Unit

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To be presented at the Committee of the Whole and Village Board Meeting for consideration and possible action.

Description:
PW Fleet Manager Dan Quinn collected quotes from area dealerships with vehicle inventory that would fit the needs of the Police Department's new Crime Suppression Unit (CSU).

The CSU is seeking (5) vehicles that can be used covertly to maximize surveillance and undercover operations. The vehicle selection process included cost, variety, and availability. Local dealerships were told to keep the total cost under $42,000 per vehicle. Dealer inventory is limited and will worsen with the impending auto industry strike. Currently, the CSU officers are utilizing old PD fleet vehicles that have reached their service benchmark, according to Dan Quinn.

Some of the vehicle details are being kept confidential to protect the safety and integrity of the CSU operations.

Staff Direction Request:

1. Approve Purchase of 5 vehicles for the CSU in an amount not to exceed $210,000 total.
2. Direct Staff as necessary.

Attachment:

1. Quotes from dealerships.

Tinley Park ILLINOIS
Life Amplified

THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2023-R-104

A RESOLUTION APPROVING THE NOT TO EXCEED EXPENDITURE OF $210,000 TOTAL FOR THE PURCHASE OF FIVE (5) VEHICLES FOR THE CRIME SUPPRESSION UNIT

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

RESOLUTION NO. 2023-R-104

A RESOLUTION APPROVING THE NOT TO EXCEED EXPENDITURE OF $210,000 TOTAL FOR THE PURCHASE OF FIVE (5) VEHICLES FOR THE CRIME SUPPRESSION UNIT

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered the purchase of five (5) vehicles for the Crime Suppression Unit (CSU) with local car dealerships, a true and correct copy of such quotes for the five (5) vehicles being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, if the vehicles quoted are not available similar vehicles may be purchased. Time is of the essence for this purchase as dealer inventory is limited and the current vehicles being utilized for the CSU have reached their service benchmark ; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said purchase be executed by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Purchase" be entered into and executed by said Village of Tinley Park, with said purchase to be in an amount not to exceed $210,000 for five (5) vehicles total.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid purchases.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 5th day of September, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 5th day of September, 2023, by the President of the Village of Tinley Park.

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT 1

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-104, "**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND LOCAL CAR DEALERSHIPS FOR THE PURCHASE OF FIVE VEHICLES FOR THE CRIME SUPPRESSION UNIT IN AN AMOUNT NOT TO EXCEED $210,000 TOTAL**," which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 5, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of September, 2023.

_____
VILLAGE CLERK

Interoffice Memo

Date: August 10, 2023

To: Pat Carr, Village Manager
Hannah Lipman, Asst. Village Manager
John Urbanski, Public Works Director

From: Colby Zemaitis, PE, CFM, Asst. Public Works Director

Subject: 3,000 Gallon Aboveground JetA Heliport Self-Fueling System

Presented for the Committee of the Whole/Village Board Meeting consideration and possible action.

Description: The Project consists of furnishing and installing a new aboveground JetA Heliport Fueling System consisting of a 3,000 gallon aboveground fuel tank for JetA fuel, pumps, piping, filtration equipment, hoses, nozzles, valves and a self-service dispensing unit with a credit card reader with web-based monitoring. The Project is to be located at 7750 W 183rd Street.

Two (2) bids were received and publicly read on August 4, 2023. The bid result is below and the bid tab is attached. The lowest, responsible bidder was Crowne Industries, Ltd. in the amount of $279,690.00. We recommend award to Crowne Industries, Ltd. as they currently possess two (2) storage tank licenses, provided all the necessary certifications and certificates and were the lower of the two (2) bids. Due to the specialty of the tank, the manufacturer is asking for a down payment in the amount of 50% of the overall material cost to construct the 3,000 gallon tank, which is $95,578.50.

Contractor	Location	Base Bid Total
Crowne Industries, Ltd.	Elgin, IL	$279,690.00
Sparling Corporation	Taylor, MI	$316,251.00
Engineer's Estimate		**$300,000.00**

Budget / Finance: Funding for Engineering and Construction are budgeted with TIF dollars in the FY24 Capital Fund Budget (20-00-000-75814). Grant funds have been allocated to the project in the amount of $1,440,000 and overall budget is $2,444,510.00. Funds currently allocated include:

Design:	$ 161,295.56
Construction:	$1,140,173.28
	$ 279,690.00
Total:	$1,581,158.84
Difference:	**$ 863,351.16 (Available Funds)**

Staff Direction Request:

1. Approve low bid and award the project to Crowne Industries, Ltd. in the amount of $279,690.00.
2. Approve down payment in the amount of $95,578.50.
3. Direct Staff as necessary.

Attachment:

1. Service Contract.
2. Bid Tab dated 8/4/23.
3. Recommendation letter from Primera Engineers, Ltd.

Tinley Park ILLINOIS
Life Amplified

THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2023-R-105

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CROWNE INDUSTRIES, LTD. FOR A 3,000 GALLON ABOVEGROUND JETA HELIPORT SELF-FUELING SYSTEM

MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

RESOLUTION NO. 2023-R-105

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CROWNE INDUSTRIES, LTD. FOR A 3,000 GALLON ABOVEGROUND JETA FUEL HELIPORT SELF-FUELING SYSTEM

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with Crowne Industries, Ltd., a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 5th day of September, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 5th day of September, 2023, by the President of the Village of Tinley Park.

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT 1

Formal Contract Proposal for A 3,000 Gallon Aboveground JetA Heliport Self-Fueling System

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-105, "**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CROWNE INDUSTRIES, LTD. FOR A 3,000 GALLON ABOVEGROUND JETA HELIPORT SELF-FUELING SYSTEM**," which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 5th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of September, 2023.

_____
VILLAGE CLERK

VILLAGE OF TINLEY PARK

Service Contract – 3,000 Gallon Aboveground JetA Heliport Self-Fueling System

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **Crowne Industries, Ltd.** (the "Contractor"), for the project or work described**,** attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the project documents or Scope of Services attached hereto and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed Two hundred seventy-nine thousand, six hundred and ninety dollars and zero cents ($279,690.00). Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.

3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.

4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than $10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**

5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract on or before the dates specified in the contract, unless otherwise agreed upon by the Village Engineer.

6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**

9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**

10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.

11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.

12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.

14. This Contract may only be amended by written instrument approved and executed by the parties.

15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.

16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.

17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.

18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CONTRACTOR NAME_____

BY:_____ _____
Date

Printed Name:_____

Title:_____

VILLAGE OF TINLEY PARK

BY:_____ _____
Michael W. Glotz, Village President Date
(required if Contract is $20,000 or more)

ATTEST:

_____ _____
Village Clerk Date
(required if Contract is $20,000 or more)

VILLAGE OF TINLEY PARK

BY:_____ _____
Village Manager Date

Date Prepared: 8/4/2023
Prepared By: CCZ
Last Revised:

Village of Tinley Park
3,000 Gallon Aboveground JetA Heliport Self-Fueling Station
Bid Tab

				Eng. Opin. of Prob. Cost		Crowne Industries, Ltd. 325 W. Highland Avenue Elgin, IL 60123		Sparling Corporation 12733 Universal Dr. Ste 37 Taylor, MI 48180	
Item #	Items	Units	Quantities	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	3,000 Gallon Aboveground JetA Heliport Self-Fueling Station	LS	1	$300,000.00	$300,000.00	$279,690.00	$279,690.00	$316,251.00	$316,251.00
				Total:	$300,000.00	Total:	$279,690.00	Total:	$316,251.00
						As-Read:	$279,690.00	As-Read:	$316,251.00

Primera

August 10, 2023

Mr. Colby C. Zemaitis, PE, CFM
Assistant Public Works Director
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

Re: 3,000 Gallon Aboveground JetA Heliport Self-Fueling System

Dear Mr. Zemaitis

Primera Engineer's, Ltd. has reviewed bid packages for the referenced project and recommend award to Crowne Industries, Ltd. out of Streamwood, Illinois. Their proposal met all the bidding requirements, and they were the lowest bidder on the project. We have not worked with Crowne Industries on previous projects however in speaking with other contractors and fueling equipment suppliers, they received several positive comments.

If you have any questions regarding this recommendation, or require any additional information, please contact me at 630-441-7746.

Sincerely,

Primera Engineers, Ltd.

Stephen W. Moulton

Stephen W. Moulton, PE
Senior Aviation Project Manager
smoulton@primeraeng.com
630-441-7746

650 Warrenville Road, Suite 200
Lisle, Illinois 60532
P 312/606.0910 | F 312/606.0415

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Advantages flow with
GARSITE LLC
Aviation Refueling Equipment

539 South 10th Street
Kansas City, KS 66105
PH-(800) 467-5600
FX-(913) 342-0638
www.garsite.com

August 2, 2023

Bob Sumoski
Crowne Industries, Ltd.
Tinley Park, IL. Project
630-201-4967

RE: Quotation and Photographs of Garsite AST Systems for Aviation Fuel

Dear Bob:

Thank you for contacting Garsite regarding your requirements for Aviation Fuel Above Ground Storage Tank (AST) systems. We sincerely appreciate the opportunity you have given Garsite to provide pricing, and related information, on our AST Systems.

For your review, we have attached the following information:

1) **1-Page Summary Quotation and Photographs:** We have attached a 1-page summary quotation, along with a few photographs of our AST System configurations.

2) **1-Page Listing of Optional Equipment:** We have also included a 1-page listing of optional equipment available for our AST Systems.

When making your decision, please keep in mind that Garsite is the largest refueler manufacturer in North America and has been manufacturing AST's for over 20 years for customers throughout the world. Garsite has manufactured over 600 AST Systems and can meet any requirements your operations demand.

In addition to receiving the highest quality aviation AST systems, you will also receive world-renowned technical support combined with the industry's best warranty. We employ the best technicians in the industry to provide our customers with outstanding service.

Please review the attached quotation and let us know if you have any questions. Thank you again for contacting Garsite.

Sincerely,

Jim Stewart
Project Sales Engineer

Continued…

Section # 1: Summary Quotation & Photographs of Aviation Fuel Above Ground Tank System

 **12,000 Gallon Jet-A Direct Into Plane Fueling System with Stainless Steel Enclosure Cabinet**	 **2-12,000 Gallon Bulk Fueling Systems with a Remote Avgas Fueling Cabinet**	 **8,000 Gallon Tank with a Dispenser Style Fueling System**

Section # 1-A: Listing of Standard Equipment on a 200/50 GPM Jet-A Overwing AST System

General Description	200/50 GPM Jet-A Overwing Fueling System
System Configuration:	The System is Designed to Off-Load Transports at 200 GPM through filtration and overwing fueling aircraft at 50 GPM. The System is also designed to re-circulate fuel to accommodate Millipore Testing.
Pumping System:	3" Product Pump with **230/460 V - 3 Ph** Explosion Proof Motor and Explosion Proof Starter. (See option below to change motor to 1 PH instead of 3 PH. Also note that with this option the flow rate drops from 200 to 120 GPM)
Tank Information:	***3,000 Gallon UL 2085 Fireguard*** Double Wall ***Internally Epoxy Coated Tank*** with Porch and Rainshield External Ladder to the top of the tank. 1 – 24" Bolted Manways. 3" Updraft Vent and 8" Primary and Secondary Emergency Vents. 3" ***Floating Suction*** with Stainless Steel Test Cable and Anti-Siphon Valve. Sump Water Removal System Including, Integral Stainless Steel Piping, Anti-Siphon Valve and Hand Operated Sampling Pump. Volumetric Gauge Read in Feet and Inches with High Level Alarm. Visually Inspected Interstitial Leak Gauge Mounted on Top of Tank. High-Level Shut-Off Set at 95% of Tank Capacity. Tank and pumping skid are sandblasted, primed and painted white.
Meter:	Positive Displacement Meter with "1/10th Gallons" Large Numerical Display and Totalizer.
Piping Configuration:	All Piping is Schedule 10 Stainless Steel.
Filtration:	Velcon or Facet Current Edition Cat C Filter Separator with Full-Flow Sampling Ports, Water Defense, Piston Style Differential Pressure Gauge, Air Eliminator, Pressure Relief and ¾" Spring Loaded Drain Valve.
Fueling Hose:	Electric Rewind Hose Reel with 1-1/4" x 100' of API 1529 Aviation Fueling Hose and an OPW295 SAJ Overwing Fueling Nozzle.
Off-Loading:	4" Camlock Adapter, Lockable Aluminum Dust Cap, 3" Quick Closing Butterfly Valve and 3" Top Cleanout 40 Mesh Strainer. Spring Rewind Grounding Reel with 100 Feet of Coated Cable with Clamp.

Continued…

Section # 2-A: Listing of Optional Equipment Available on a 200/50 GPM Jet-A Overwing AST System

Item	Qty	General Description	Unit Price	Yes or No (Circle Y or N)
		Pumping Skid Options		
A	*	**15 Gallon Product Reclaim Tank:** Piped to return fuel samples into the tank through filtration *(eliminates need to pay for disposal of fuel samples)*	Included	Yes
B	*	**100 Gallon ASME Code Static Relaxation Chamber**: ***Required to meet NFPA 407***	Included	Yes
C	*	**Fire Shutoff Valve:** with fusible link that closes when exposed to temperatures in excess of 165 degrees. ***Required to meet NFPA 407***	Included	Yes
D	*	**Fire Rated Ball Valves:** Stainless Steel API 607 "full port" fire-rated ball valves on the tank suction and fill lines	Included	Yes
E		**Porch Mounted Explosion Proof Light**: Provides area lighting for night time operations	Included	Yes
F		**Filter Vessel Sump Heater**: Prevents ice build-up in the filter vessel sump ***(Required to meet NFPA 407 -****in locations that develop temperatures below freezing)*	Included	Yes
G		**Credit Card Set-Up:** Add pulser and two-stage valve for credit card systems	Included	Yes
H		**QT Pod Model 4000 Card Reader System:** – Includes Start-up if performed at In-Service one year base subscription *(One hose controller, Ubiquity Nano Station connectivity, All-weather cover, surge suppressor, solid state relay, base annual subscription)*	Included	Yes
I		**Remote Spill Box:** Remote Spill box including swing check valve, butterfly valve and 3" connection and 2" vapor recovery connection. Piping to connections by others.	$ 1,584	Y or N
J		**Single Phase Motor in lieu of 3 Phase Motor:** for 240 V 1 Ph Supply (MAX 120 GPM)	Included	Yes
		Tank Options		
K	*	**Floating Suction Position Indicator**: Ground level readable gauge for the floating suction	$ 524	Y or N
L	*	**Sloped Tank Saddles:** Pitch the tank for water collection at one end *(required if equipment pad not sloped min 1%)*	$ 1,385	Y or N
Z		**Start-up by a Garsite Trained Technician:** Have a trained technician at start-up *(additional time $1,000/day + expenses)*	Included (1 day)	Yes
	*	(Recommended Options For Your System)		

Continued…

Section # 3-A: Summary Price Breakdown – Total Price for 200/50 GPM Jet-A Overwing AST System with Options

Item	Qty	General Description	Unit Price	
1	1	**Unit Price**: Garsite 200/50 GPM Jet-A Overwing AST Fueling System	$ 191,157	$
		Add to System Price for Customer Chosen Options from #1-B	*$*	
		TOTAL UNIT PRICE, FOB KANSAS CITY, KS		**$**
Frt	1	**Estimated Freight**: FOB Origin to Tinley Park, IL- (pre-paid and added, off-loading by others) 15500# @ 292" x 120" x 96" T	$ 4,016	

Pricing and quote per Garsite Terms & Conditions

This quote is conditioned upon adherence to Garsite's standard terms and conditions of sale as attached hereto and the signature of an authorized representative of customer indicating acceptance of same.

2023 Pricing & Surcharges Based on current 2022-2023 Supply Chain Issues, Garsite reserves the right to increase sale agreement pricing based on any material increases that are recognized during the order and build process. The customer will be notified of any increase and will have the opportunity to cancel the order prior to the build beginning.

Deposit: A signed Confirmation of Order and a deposit of 50% is required to secure your order. All order Confirmations subject to credit approval prior to acceptance.

Payment Terms: The balance of payment is due upon completion of production.

Validity: This quotation is valid for 30 days.

Drawings: Drawings will be furnished to the customer after receipt of the deposit.

Note: Any additional expenses such as freight, site preparation, electrical contracting, crane rental, calibration of meters and permitting are the responsibility of the buyer. The buyer shall also be responsible for any applicable sales and use tax, gross receipts or any other taxes.

Proprietary: All Garsite Progress LLC drawings are confidential and Garsite Progress LLC protects its intellectual property. Garsite Progress LLC does not waive its rights to patent its intellectual property or to protect any trade secrets.

Regulations: Buyer acknowledges and agrees that prior authorization from the U.S. Government may be required for the sale, transfer, and export of the Equipment from the United States and any retransfer and re-export of the Equipment. Accordingly, this quote is non-binding and shall not be deemed final until Seller issues to Buyer a fully executed contract and/or sales order regarding this Equipment.

Buy American Preference established under 49 USC 50101:

Garsite will provide as much American-made product as reasonably available. Certain items, especially electrical items, cannot be verified as 100% American-made. Steel for piping and tanks will be American-sourced, but please be aware that satisfying the 100% Buy American Preference established under 49 USC 50101 is not possible for aviation fueling products. (This Quote does NOT include the above Buy American provisions, if required, the pricing for the system will change.)

Sincerely,

Jim Stewart
Project Sales Engineer

GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE OF ORDERS. All orders are subject to acceptance in writing by an authorized representative of Garsite/Progress LLC ("Seller"). Orders are not accepted until accepted in writing by such authorized representative of Seller and until the down payment as requested by Seller is received in full by Seller. BUYER'S ORDER IS ACCEPTED ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN, AND THE PROVISIONS OF ANY PURCHASE ORDER OR OTHER WRITING INCONSISTENT HEREWITH ARE REJECTED AND SHALL NOT CONSTITUTE A PART OF THE CONTRACT.

2. PRICE. Seller and Buyer agree that the price to be paid by Buyer for the equipment described on the order attached hereto (hereinafter referred to as the "Equipment") may be adjusted for cost increases experienced by Seller and agreed to by Buyer, which may increase the total price from that stated on the front hereof. The price is also subject to adjustment any change made by Buyer and approved by Seller in any of the specifications or other terms of this contract. Buyer acknowledges that a change order resulting in additional engineering time may impact the price and delivery time. All prices listed are in United States dollars.

3. DEPOSIT. Unless otherwise specified by Seller, Buyer shall place an agreed upon, Good-faith, non-refundable deposit prior to the order being placed. This Good-faith deposit will be written within a confirmation of order that will be signed by both the Buyer and Seller. If Seller is affected by a Force Majeure event as defined in section 13, then Seller will refund the deposit, less any expenses incurred by Seller.

4. TAXES, FEES AND CHARGES. The purchase price for Equipment shall be: (a) F.O.B. Garsite's facility in Kansas City, KS or such other shipping point as Seller shall designate ("shipping point"); (b) exclusive of applicable federal, state and local taxes (including sales and use taxes), excises, duties and import fees ("Taxes"), which Buyer shall pay or reimburse to Seller; (c) if the Equipment is to be made exempt from Taxes, Buyer agrees to provide Seller with such documentation as is required under relevant tax statutes, regulations, and other published authorities to substantiate the tax exempt nature of the purchase before Seller delivers sales invoices to the Buyer which omit the Taxes. Buyer further agrees that such documents will be prepared and executed in accordance with the requirements of the taxing jurisdictions which provide for exemptions from the Taxes and that Seller may rely on the Buyer's representations made therein as the basis for omitting billing of the Taxes; and (d) exclusive of freight and delivery charges, licensing expenses and insurance, all of which Buyer shall pay.

5. PAYMENT. Payment terms are as specified on the proposal attached hereto. Unless otherwise specified, payment is due on the Completion Date of each unit. All past due amounts shall bear interest from and after the due date thereof at the rate of twelve percent (12%) per annum. In addition, payments received more than three (3) days after the due date shall be subject to a late charge of $10.00 for each day that such payment remains unpaid. All payments shall be made without deduction or right of setoff for any reason. Buyer shall pay all reasonable costs, attorneys' fees and expenses incurred by the Seller in pursuing collection of any past due amount or in enforcing any provision of this contract. An irrevocable letter of credit, if required, must be drawn on a US bank reasonably acceptable to Seller.

6. COMPLETION. The "Completion Date" is the date when the Equipment is ready for use by Buyer, whether or not Buyer takes possession of the Equipment. The Completion Date specified on the order attached hereto is approximate. The Completion Date is subject to adjustment by Seller for any change made by Buyer and approved by Seller. Buyer acknowledges that a change order or failure to provide timely any Buyer-supplied components may impact the Completion Date.

7. BUYER SUPPLIED ITEMS. If Buyer is to supply components or materials, to include but not limited to chassis, meters, controls/valves, and decals: (a) Buyer shall provide supplier profile/identification to Seller at time of order acceptance; and (b) Buyer shall ensure supplier complies with Garsite's Customer Supplied Material Standard Requirements and shall ensure that such components or materials are received by Seller no later than ten (10) days prior to production date. If Buyer does not timely supply such items, Seller may, without recourse and at its sole discretion, cancel or reschedule production, incorporate substitute materials or refuse to incorporate materials, to include manufacturing trailers without decals. Buyer agrees to be financially responsible for any and all incidental and consequential costs associated with the late supply and failure of buyer-supplied components and materials.

8. SHIPMENT; RISK OF LOSS; TITLE. See language from PAYMENT terms. The purchase price shall be FOB Seller's facility for domestic orders and FCA Seller's facility for international orders, unless otherwise specified by Seller in writing. Unless otherwise specified by Buyer, Seller shall place the Equipment in the possession of such a carrier of Seller's choice and make such a contract for its transportation as may be reasonable; having regard for the nature of the Equipment and good commercial standards, unless the equipment sold is FOB Buyer's location. Buyer shall bear all expenses paid or incurred by Seller in delivering the Equipment. For domestic shipments, risk of loss or damage (including damage resulting from weather or other acts of God) of the Equipment shall pass to Buyer at the time it is tendered for shipment. For international shipments managed by Seller risk of loss transfers at the designated port. Titles and Manufacturing Statement of Origins (MSO's) to the Equipment shall remain with Seller until full payment is received by Seller, including any late fees or interest. After thirty (30) days, Buyer shall pay a storage fee of twenty-five dollars ($25.00) per day per piece of Equipment with Seller reserving the right to transport and deliver the goods to Buyer solely at the Buyer's expense, to include a one hundred dollar ($100.00) transportation arrangement fee.

9. INSPECTION UPON DELIVERY. Buyer shall be responsible for thoroughly inspecting the Equipment upon receipt and waives any right to object to any defect or damage that would otherwise have been discoverable during a thorough inspection at such time if Buyer does not inform Seller in writing regarding such defect or damage within ten (10) days after initial receipt of the Equipment and prior to use of the Equipment.

10. LIMITED WARRANTY, DISCLAIMERS, AND LIMITATION OF LIABILITY.

A. Seller warrants the Equipment manufactured by it to be free from defects in material and workmanship. Any refurbished Equipment shall conform to Pressure Vessel Code and US Department of Transportation Regulations, if applicable. For a period of one (1) year following the receipt of the Equipment or sixteen (16) months following the Completion Date, whichever is earlier (the "Warranty Period"), Seller, at its option, shall correct by repair or replacement any defect in material or workmanship in any part of a product manufactured by it, subject to the following conditions: (a) Promptly upon discovery, written notice of any such claimed defect must be given to Seller during the Warranty Period; (b) Seller shall have the right to inspect the claimed defective Equipment at such time and place as it reasonably requests; (c) If the Seller requests, the Equipment must be made available for repair within fifteen (15) days after Seller notifies Buyer of the repair procedure, but shall not be returned before such notification is given; (d) Unauthorized repairs shall void this warranty; (e) This warranty does not apply to parts requiring replacement because of natural wear and tear, or to products, accessories, parts or attachments which were not manufactured by Seller - Seller receives warranties on certain components purchased by it and passes through such warranties to Buyer, and Seller's obligation with respect to such components shall be limited to the extent of the warranties, if any, given and honored by its suppliers; (f) This warranty shall not apply if parts and/or labor are required due to accident, abuse or improper or neglected maintenance; (g) When alterations are made or parts or attachments are installed by Buyer or for him by others, this warranty shall be void and Seller shall not be responsible for such alterations or installations, or for the operation of the Equipment thereafter; (h) This warranty shall be void when Equipment is subjected to weight loads or pressures, is used on terrain for which it was not designed, or are used to contain, or is cleaned with, materials having corrosive, temperature or other characteristics for which the Equipment was not designed; (i) Seller shall not be obligated to furnish "loaners" or any compensation for rented, loaned or borrowed equipment while repair is being made under this warranty; (j) All repairs under this warranty shall be made at a mutually agreed-upon location, and Buyer must bear the risk and expense of transporting the Equipment to Seller's plant or such other designated place; (k) For warranty beyond (1) year, see the specific warranty certificates supplied with the Equipment; and (l) This warranty applies only to the original purchaser from Seller.

B. The description on the front hereof does not create any warranty, express or implied. Seller may substitute any comparable component in the Equipment, and Equipment with such substituted components shall be considered in conformance with Seller's obligations under this contract.

C. THE FOREGOING WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART.

11. PATENT INDEMNITY.

A. In the event the Equipment furnished hereunder is claimed to infringe any United States patent issued at the time of delivery, Seller agrees, at its option: (1) to procure for Buyer the right to use the Equipment, or (2) to modify or replace the Equipment so as to avoid infringement, or (3) to accept redelivery of the Equipment and reimburse Buyer for the purchase price and any reasonable transportation expenses incurred by Buyer. Should any litigation be instituted against Buyer based on a claim that the Equipment in the condition received from Seller infringes any such United States patent, Seller will undertake the defense thereof on Buyer's behalf and pay any damages and costs awarded therein against Buyer, provided Seller is given timely written notice and is furnished with copies of all demands, process and pleadings; and provided Buyer cooperates fully in giving Seller authority, information and assistance at Seller's expense for such defense, as well as control over the defense and any negotiations with regard to settlement.

B. THE FOREGOING REPRESENTS SELLER'S ENTIRE AND EXCLUSIVE OBLIGATION WITH RESPECT TO ANY CHARGE OF PATENT INFRINGEMENT AND IS IN LIEU OF ANY STATUTORY WARRANTY RELATING TO INFRINGEMENT. SELLER SHALL HAVE NO RESPONSIBILITY INSOFAR AS THE EQUIPMENT IS MODIFIED BY BUYER OR IS MADE OR MODIFIED BY SELLER IN ACCORDANCE WITH BUYER'S ORDER, AND BUYER SHALL WHOLLY INDEMNIFY SELLER FOR ALL DAMAGES, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, PAID OR INCURRED BY SELLER IN CONNECTION WITH ANY CLAIM OF INFRINGEMENT OF A PATENT, COPYRIGHT OR TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHT, WHICH ARISES OUT OF SELLER'S COMPLIANCE WITH BUYER'S SPECIFICATIONS OR ANY MODIFICATION BY BUYER. SELLER SHALL ALSO HAVE NO RESPONSIBILITY WITH REGARD TO ANY SETTLEMENT, ADMISSION OR PROMISE MADE BY BUYER WITHOUT SELLER'S PRIOR WRITTEN CONSENT, NOR SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS PROFITS, CLAIMED TO HAVE BEEN SUSTAINED BY BUYER OR ANY USER OF THE EQUIPMENT ARISING OUT OF ANY CLAIM OR INFRINGEMENT.

C. Seller may be entitled to indemnity from certain of its suppliers, and the rights and options vested in Seller shall extend to such suppliers and may be exercised by them.

12. NO CONSEQUENTIAL OR OTHER DAMAGES. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS, DAMAGE OR EXPENSE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO PERSONAL INJURY, LABOR COSTS OR LOSS OF PROFITS, ARISING IN CONNECTION WITH THIS CONTRACT OR WITH THE USE OF OR INABILITY TO USE THE EQUIPMENT SOLD HEREUNDER.

13. FORCE MAJEURE; EXCUSABLE DELAY. Seller shall not be liable for loss, damage, delay or failure of delivery resulting from causes or conditions beyond Seller's control, including but not limited to accidents, breakdowns, strikes, work slowdowns, sabotage, riots, insurrection, war, disease, delays, interruptions in or failure of sources to supply materials and equipment, labor and transportation, any act of government, acts of God or public enemy, or other causes and conditions, whether or not voluntarily assumed.

14. COMPLIANCE WITH LAWS. Buyer shall be responsible for and compliance with all local, state, federal or international laws, rules or regulations in connection with the Equipment, and shall indemnify Seller from any failure to comply with any such laws, rules or regulations.

15. TRADEMARKS. Buyer warrants that any trademark Buyer requests Seller to affix to the Equipment is owned or authorized for use by Buyer.

16. CANCELLATION, MODIFICATION, SUSPENSION. Any proposed cancellation, modification, suspension, or delay in shipment by Buyer of any order or part thereof will not be accepted unless Buyer agrees to fully reimburse Seller all direct costs incurred, plus normal indirect and overhead charges, and a normal profit. No change proposed by Buyer in any specifications, terms or conditions shall be valid or binding upon Seller unless approved in writing by Seller. Seller shall have the right to cancel any accepted order without liability to Buyer if Buyer shall cease to exist, become insolvent or the subject of bankruptcy proceedings or shall commit a breach in the performance of any of its obligations hereunder.

17. ENTIRE AGREEMENT. Buyer's purchase order number, if any, shall be used solely for accounting purposes. This writing is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions thereof.

18. NOTICE. Any notice shall be considered given when deposited in the United States mail, postage prepaid, addressed to the other party at the address set forth in the order.

19. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. SEVERABILITY. If any provision, clause or part, or the application thereof under certain circumstances is held invalid, the remainder of this contract or the application of such provision, clause or part under other circumstances shall not be affected thereby.

21. SET OFF. Seller may set off any amount due from Buyer hereunder against any amount which may be due to Buyer whether or not under this contract.

22. ASSIGNMENT. Buyer shall not assign its rights under this contract or any interest therein without Seller's prior written consent. Seller shall have the right to assign its rights under this contract to any successor in interest.

23. CONTROLLING LAW; VENUE. This transaction shall be governed by, and this agreement shall be construed and enforced in accordance with the laws of the State of Kansas, excluding its conflicts of law provisions. Any disputes arising hereunder or relating to the Equipment shall be venued and brought in Circuit Court in Kansas City, KS. Each party consents to this venue and waives any objections or defenses to same.

24. SECURITY INTEREST. If financing is involved or under other circumstances if Seller so chooses, Buyer agrees to execute such further documents as Seller requests to reflect Buyer's obligation to pay the deferred portion of the price and perfect a security interest in the Equipment and/or other collateral as security for payment thereof. The Equipment shall at all times be considered personal property and shall not be deemed a fixture or a part of or an appurtenance to any building real estate or vehicle, even though attached thereto. Damage to or loss or destruction of the Equipment shall not release Buyer from its payment obligation.

25. TRADE-IN. If a trade-in is involved, Buyer shall be responsible for maintaining the equipment to be traded in the same condition as when inspected by Seller in determining the trade-in allowance. The trade-in allowance shall be adjusted, or eliminated, for any subsequent change in condition of the equipment to be traded.

26. EXPORT ADMINISTRATION REGULATIONS. Each Party acknowledges and agrees certain information and/or equipment and/or permitted users and/or destinations can be subject to U.S. export control laws and regulations under 22 C.F.R. Section 120 et seq. of the International Traffic in Arms Regulations ("ITAR"), 15 C.F.R. Section 730 et seq. of the Export Administration Regulations ("EAR"), and the economic and trade sanctions administered by the United States Treasury Office of Foreign Assets Control under 31 C.F.R. Section 501 et seq. ("OFAC"), and by entering into this Agreement, the Parties agree that they will not violate any laws and/or regulations under ITAR, EAR, and OFAC, and that they will not without limitation, disclose, transfer, or export information and/or equipment identified as being subject to ITAR and EAR to third parties, including foreign persons or entities whether or not related to or affiliated with such party, and/or subcontract out any work and/or orders arising from this Agreement without first receiving express written consent from the disclosing party and as required by contract

or by law, each Party may need to register with the Directorate of Defense Trade Controls. If either Party does not comply with its obligations under this paragraph or any terms specified in this Agreement such non-complying Party will indemnify, hold harmless, and defend the other party as to any violations that the non-complying party may cause under ITAR, EAR, or OFAC, including but not limited to the payment of civil and criminal penalties, all costs and expenses and attorney's fees. Buyer further acknowledges and agrees that prior authorization from the U.S. Government may be required for the sale, transfer, and export of any equipment from the United States and any retransfer and reexport of equipment. Accordingly, Buyer acknowledges and agrees that this sale is contingent upon the U.S Government issuing any required authorizations. Neither party shall be liable to the other for any delay or failure to perform caused by the delay or denial of the U.S. Government to issue any required export, reexport or retransfer authorization for equipment.

Acceptance:_____ _____
Signature

Interoffice Memo

Date: August 4, 2023

To: Pat Carr, Village Manager
Hannah Lipman, Asst. Village Manager
John Urbanski, Public Works Director

From: Colby Zemaitis, PE, CFM, Assistant Public Works Director

Subject: Kimberly Heights Drainage Improvements – Phase 1 & 2

Prepared for Committee of the Whole and Village Board Meeting for consideration and possible action.

Description: The project shall consist of storm sewer removal and installation, grading and shaping ditches, pavement removal and patches, PCC and HMA driveway improvements, utility frame adjustments, parkway restoration, and other incidental improvements to complete the project along the south side of James Street from Ridgeland to Leslie Ann Dr. and Beverly Ave. and Patricia Ave. from 167th St to Gaynelle Road.

Eight (8) bids were received and publicly read on August 2, 2023. The bid results are below and the bid tab is attached. The lowest, responsible bidder was P.T. Ferro in the amount of $1,114,626.25.

Contractor	Location	Bid Total
P.T. Ferro Construction Company	Joliet, IL	$1,114,626.25
Iroquois Paving Corp.	Watseka, IL	$1,147,416.44
Airy's, Inc.	Joliet, IL	$1,185,000.00
Steve Spiess Construction, Inc.	Frankfort, IL	$1,344,246.00
Austin-Tyler Construction, Inc.	Elwood, IL	$1,372,328.40
Everlast Blacktop, Inc.	Elgin, IL	$1,484,369.00
H. Linden & Sons Sewer and Water, Inc.	Plano, IL	$1,441,816.00
Holiday Sewer & Water Construction, Inc.	Wauconda, IL	$1,555,555.00
Engineer's Estimate		**$1,384,500.00**

Budget/Finance: Funds are available in FY24 Budget

Budget Available:	$1.300,000.00	
Lowest Responsible Bidder:	$1,114,626.25	
Contingency Amount:	$ 185,373.75	
Difference:	$0	On Budget

Staff Direction Request:

1. Award project to P.T. Ferro Construction Company in the amount of $1,114,626.25 and direct to Village Board for approval.
2. Direct Staff as necessary.

Attachments:

1. Bid Tab.
2. REL Contract Award Recommendation Letter.

Tinley Park ILLINOIS
Life Amplified

THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2023-R-107

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND P.T. FERRO CONSTRUCTION COMPANY FOR THE KIMBERLY HEIGHTS DRAINAGE IMPROVEMENTS – PHASE 1 & 2

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

RESOLUTION NO. 2023-R-107

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND P.T. FERRO CONSTRUCTION COMPANY FOR THE KIMBERLY HEIGHTS DRAINAGE IMPROVEMENTS – PHASE 1 & 2

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with P.T. Ferro Construction Company, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 5th day of September, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 5th day of September, 2023, by the President of the Village of Tinley Park.

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT 1

CONTRACT WITH P.T. FERRO CONSTRUCTION COMPANY FOR THE KIMBERLY HEIGHTS DRAINAGE IMPROVEMENTS – PHASE 1 & 2

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-107, "**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND P.T. FERRO CONSTRUCTION COMPANY FOR THE KIMBERLY HEIGHTS DRAINAGE IMPROVEMENTS – PHASE 1 & 2**," which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 5th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of September, 2023.

_____
VILLAGE CLERK

Robinson ENGINEERING
Municipal Expertise. Community Commitment.

Tabulation of Bids
21-R0545.01

Local Public Agency: Village of Tinley Park
County:
Section:
Estimate: $1,384,500.00

Date: 8/2/2023
Time: 10:01 AM

Attended By: Van Calombaris

				Name of Bidder:		P.T. Ferro Construction Co.		Iroquois Paving Corp.		Airy's Inc.		Steve Spiess Construction Inc.		Austin Tyler Construction Inc.		H. Linden & Sons Sewer and Water Inc.	
				Address of Bidder:		700 S. Rowell Ave		1889 E. US Hwy 24		21825 Cherry Hill Rd.		10284 Vans Drive		23343 S. Ridge Road		722 E. South St.. Unit D	
						Joliet, IL 60434		Watseka, IL 60970		Joliet, IL 60433		Frankfort, IL 60423		Elwood, IL 60421		Plano, IL 60545	
				Approved Engineer's Estimate													
Item No.	Item Description	Unit	QTY	Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
20100500+17:77	TREE REMOVAL, ACRES	ACRE	0.01	$40,000.00	$400.00	$250,000.00	$2,500.00	$1.00	$0.01	$41,500.00	$415.00	$42,050.00	$420.50	$40,000.00	$400.00	$20,000.00	$200.00
20101200	TREE ROOT PRUNING	EACH	37	$200.00	$7,400.00	$100.00	$3,700.00	$0.01	$0.37	$130.00	$4,810.00	$132.00	$4,884.00	$50.00	$1,850.00	$200.00	$7,400.00
20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	11	$140.00	$1,540.00	$100.00	$1,100.00	$0.01	$0.11	$80.00	$880.00	$79.00	$869.00	$50.00	$550.00	$100.00	$1,100.00
20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	26	$325.00	$8,450.00	$100.00	$2,600.00	$0.01	$0.26	$160.00	$4,160.00	$158.00	$4,108.00	$75.00	$1,950.00	$150.00	$3,900.00
20800150	TRENCH BACKFILL	CU YD	1,275	$45.00	$57,375.00	$25.00	$31,875.00	$0.01	$12.75	$87.00	$110,925.00	$68.10	$86,827.50	$75.00	$95,625.00	$55.00	$70,125.00
21400100	GRADING AND SHAPING DITCHES	FOOT	4,100	$25.00	$102,500.00	$10.00	$41,000.00	$11.95	$48,995.00	$5.00	$20,500.00	$21.50	$88,150.00	$26.00	$106,600.00	$20.00	$82,000.00
25000210	SEEDING, CLASS 2A	ACRE	0.01	$15,000.00	$150.00	$4,840.00	$48.40	$10.15	$0.10	$5,400.00	$54.00	$10,600.00	$106.00	$4,840.00	$48.40	$5,000.00	$50.00
25100630	EROSION CONTROL BLANKET	SQ YD	30	$3.00	$90.00	$10.00	$300.00	$10.15	$304.50	$11.00	$330.00	$2.40	$72.00	$10.00	$300.00	$10.00	$300.00
28000305	TEMPORARY DITCH CHECKS	FOOT	260	$50.00	$13,000.00	$15.00	$3,900.00	$9.30	$2,418.00	$16.00	$4,160.00	$10.40	$2,704.00	$15.00	$3,900.00	$10.00	$2,600.00
28000500	INLET AND PIPE PROTECTION	EACH	5	$200.00	$1,000.00	$150.00	$750.00	$0.01	$0.05	$160.00	$800.00	$229.00	$1,145.00	$150.00	$750.00	$180.00	$900.00
28000510	INLET FILTERS	EACH	54	$150.00	$8,100.00	$50.00	$2,700.00	$0.01	$0.54	$235.00	$12,690.00	$229.00	$12,366.00	$165.00	$8,910.00	$180.00	$9,720.00
28100105	STONE RIPRAP, CLASS A3	SQ YD	25	$90.00	$2,250.00	$80.00	$2,000.00	$56.00	$1,400.00	$96.00	$2,400.00	$80.00	$2,000.00	$90.00	$2,250.00	$82.00	$2,050.00
42300300	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	190	$85.00	$16,150.00	$105.00	$19,950.00	$107.00	$20,330.00	$150.00	$28,500.00	$134.00	$25,460.00	$111.00	$21,090.00	$128.00	$24,320.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1,480	$18.00	$26,640.00	$20.00	$29,600.00	$19.85	$29,378.00	$13.00	$19,240.00	$14.50	$21,460.00	$22.00	$32,560.00	$10.00	$14,800.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	10	$12.00	$120.00	$50.00	$500.00	$17.50	$175.00	$17.00	$170.00	$7.00	$70.00	$18.50	$185.00	$10.00	$100.00
44200934	CLASS B PATCHES, TYPE II, 8 INCH	SQ YD	10	$200.00	$2,000.00	$250.00	$2,500.00	$332.00	$3,320.00	$170.00	$1,700.00	$224.00	$2,240.00	$310.00	$3,100.00	$800.00	$8,000.00
54214719	PRECAST REINFORCED CONCRETE FLARED END SECTIONS - ELLIPTICAL, EQUIVALENT ROUND-SIZE 24"	EACH	1	$3,000.00	$3,000.00	$2,500.00	$2,500.00	$1,205.00	$1,205.00	$2,225.00	$2,225.00	$1,945.00	$1,945.00	$4,000.00	$4,000.00	$3,000.00	$3,000.00
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	399	$70.00	$27,930.00	$65.00	$25,935.00	$71.50	$28,528.50	$55.00	$21,945.00	$78.70	$31,401.30	$78.00	$31,122.00	$96.00	$38,304.00
550A0070	STORM SEWERS, CLASS A, TYPE 1 15"	FOOT	162	$75.00	$12,150.00	$75.00	$12,150.00	$87.00	$14,094.00	$64.00	$10,368.00	$73.40	$11,890.80	$85.00	$13,770.00	$104.00	$16,848.00
550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	138	$80.00	$11,040.00	$85.00	$11,730.00	$101.00	$13,938.00	$72.00	$9,936.00	$76.00	$10,488.00	$100.00	$13,800.00	$112.00	$15,456.00
550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	140	$95.00	$13,300.00	$110.00	$15,400.00	$132.00	$18,480.00	$100.00	$14,000.00	$97.10	$13,594.00	$140.00	$19,600.00	$138.00	$19,320.00
550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	379	$80.00	$30,320.00	$78.00	$29,562.00	$91.75	$34,773.25	$55.00	$20,845.00	$68.80	$26,075.20	$79.00	$29,941.00	$96.00	$36,384.00

BLR 12315 (Rev. 07/16/13)

Robinson ENGINEERING
Municipal Expertise. Community Commitment.

Tabulation of Bids
21-R0545.01

Local Public Agency: Village of Tinley Park
County:
Section:
Estimate: $1,384,500.00

Date: 8/2/2023
Time: 10:01 AM

Attended By: Van Calombaris

				Name of Bidder:		P.T. Ferro Construction Co.		Iroquois Paving Corp.		Airy's Inc.		Steve Spiess Construction Inc.		Austin Tyler Construction Inc.		H. Linden & Sons Sewer and Water Inc.	
				Address of Bidder:		700 S. Rowell Ave		1889 E. US Hwy 24		21825 Cherry Hill Rd.		10284 Vans Drive		23343 S. Ridge Road		722 E. South St.. Unit D	
						Joliet, IL 60434		Watseka, IL 60970		Joliet, IL 60433		Frankfort, IL 60423		Elwood, IL 60421		Plano, IL 60545	
				Approved Engineer's Estimate													
Item No.	Item Description	Unit	QTY	Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	1,317	$85.00	$111,945.00	$88.00	$115,896.00	$100.00	$131,700.00	$64.00	$84,288.00	$73.40	$96,667.80	$86.00	$113,262.00	$104.00	$136,968.00
550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	89	$90.00	$8,010.00	$97.00	$8,633.00	$110.00	$9,790.00	$72.00	$6,408.00	$78.50	$6,986.50	$100.00	$8,900.00	$112.00	$9,968.00
550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	250	$105.00	$26,250.00	$130.00	$32,500.00	$150.00	$37,500.00	$100.00	$25,000.00	$97.10	$24,275.00	$145.00	$36,250.00	$138.00	$34,500.00
550A4000	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 18"	FOOT	122	$95.00	$11,590.00	$160.00	$19,520.00	$126.50	$15,433.00	$115.00	$14,030.00	$126.80	$15,469.60	$135.00	$16,470.00	$151.00	$18,422.00
550A4100	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 24"	FOOT	49	$110.00	$5,390.00	$200.00	$9,800.00	$177.50	$8,697.50	$158.00	$7,742.00	$139.60	$6,840.40	$175.00	$8,575.00	$179.00	$8,771.00
55100300	STORM SEWER REMOVAL 8"	FOOT	21	$25.00	$525.00	$10.00	$210.00	$23.00	$483.00	$28.00	$588.00	$10.00	$210.00	$20.00	$420.00	$8.00	$168.00
55100400	STORM SEWER REMOVAL 10"	FOOT	263	$25.00	$6,575.00	$10.00	$2,630.00	$29.50	$7,758.50	$28.00	$7,364.00	$10.00	$2,630.00	$28.00	$7,364.00	$8.00	$2,104.00
55100500	STORM SEWER REMOVAL 12"	FOOT	827	$25.00	$20,675.00	$10.00	$8,270.00	$28.50	$23,569.50	$30.00	$24,810.00	$10.00	$8,270.00	$28.00	$23,156.00	$12.00	$9,924.00
55100700	STORM SEWER REMOVAL 15"	FOOT	516	$25.00	$12,900.00	$10.00	$5,160.00	$19.50	$10,062.00	$31.00	$15,996.00	$10.00	$5,160.00	$29.00	$14,964.00	$12.00	$6,192.00
55100900	STORM SEWER REMOVAL 18"	FOOT	24	$25.00	$600.00	$10.00	$240.00	$25.50	$612.00	$33.00	$792.00	$10.00	$240.00	$30.00	$720.00	$16.00	$384.00
X5509900	ABANDON AND FILL EXISTING STORM SEWER	FOOT	31	$200.00	$6,200.00	$125.00	$3,875.00	$38.00	$1,178.00	$62.00	$1,922.00	$140.00	$4,340.00	$151.00	$4,681.00	$29.00	$899.00
56106300	ADJUSTING WATER MAIN 6"	FOOT	168	$190.00	$31,920.00	$175.00	$29,400.00	$340.00	$57,120.00	$250.00	$42,000.00	$264.00	$44,352.00	$300.00	$50,400.00	$162.00	$27,216.00
60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	$3,500.00	$3,500.00	$3,100.00	$3,100.00	$3,800.00	$3,800.00	$5,031.00	$5,031.00	$3,723.00	$3,723.00	$4,100.00	$4,100.00	$4,500.00	$4,500.00
60200805	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	12	$3,500.00	$42,000.00	$3,100.00	$37,200.00	$3,400.00	$40,800.00	$3,660.00	$43,920.00	$3,626.00	$43,512.00	$4,000.00	$48,000.00	$4,500.00	$54,000.00
60203905	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$4,200.00	$4,200.00	$4,675.00	$4,675.00	$4,400.00	$4,400.00	$5,079.00	$5,079.00	$5,020.00	$5,020.00	$5,100.00	$5,100.00	$7,500.00	$7,500.00
60204505	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 8 GRATE	EACH	1	$4,200.00	$4,200.00	$3,900.00	$3,900.00	$4,100.00	$4,100.00	$4,916.00	$4,916.00	$4,903.00	$4,903.00	$5,000.00	$5,000.00	$7,500.00	$7,500.00
60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$3,600.00	$3,600.00	$3,700.00	$3,700.00	$3,150.00	$3,150.00	$4,057.00	$4,057.00	$3,259.00	$3,259.00	$3,600.00	$3,600.00	$4,500.00	$4,500.00
60219000	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	5	$3,600.00	$18,000.00	$3,000.00	$15,000.00	$3,360.00	$16,800.00	$3,897.00	$19,485.00	$3,141.00	$15,705.00	$3,500.00	$17,500.00	$7,500.00	$37,500.00
60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	6	$4,500.00	$27,000.00	$4,800.00	$28,800.00	$3,750.00	$22,500.00	$4,987.00	$29,922.00	$4,194.00	$25,164.00	$4,600.00	$27,600.00	$7,500.00	$45,000.00
60221700	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 8 GRATE	EACH	7	$4,500.00	$31,500.00	$4,050.00	$28,350.00	$3,600.00	$25,200.00	$4,616.00	$32,312.00	$4,119.00	$28,833.00	$4,500.00	$31,500.00	$2,500.00	$17,500.00

BLR 12315 (Rev. 07/16/13)

Robinson ENGINEERING
Municipal Expertise. Community Commitment.

Tabulation of Bids
21-R0545.01

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Estimate: $1,384,500.00

Date: 8/2/2023
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				Name of Bidder:		P.T. Ferro Construction Co.		Iroquois Paving Corp.		Airy's Inc.		Steve Spiess Construction Inc.		Austin Tyler Construction Inc.		H. Linden & Sons Sewer and Water Inc.	
				Address of Bidder:		700 S. Rowell Ave		1889 E. US Hwy 24		21825 Cherry Hill Rd.		10284 Vans Drive		23343 S. Ridge Road		722 E. South St.. Unit D	
						Joliet, IL 60434		Watseka, IL 60970		Joliet, IL 60433		Frankfort, IL 60423		Elwood, IL 60421		Plano, IL 60545	
				Approved Engineer's Estimate													
Item No.	Item Description	Unit	QTY	Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4	$7,500.00	$30,000.00	$6,500.00	$26,000.00	$5,800.00	$23,200.00	$8,101.00	$32,404.00	$6,726.00	$26,904.00	$7,100.00	$28,400.00	$9,000.00	$36,000.00
60224005	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 8 GRATE	EACH	2	$7,500.00	$15,000.00	$5,800.00	$11,600.00	$5,325.00	$10,650.00	$7,938.00	$15,876.00	$6,660.00	$13,320.00	$7,000.00	$14,000.00	$9,000.00	$18,000.00
60224446	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$12,000.00	$12,000.00	$7,100.00	$7,100.00	$7,000.00	$7,000.00	$8,736.00	$8,736.00	$7,709.00	$7,709.00	$9,000.00	$9,000.00	$12,000.00	$12,000.00
60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	22	$1,600.00	$35,200.00	$1,400.00	$30,800.00	$1,385.00	$30,470.00	$1,328.00	$29,216.00	$1,163.00	$25,586.00	$1,700.00	$37,400.00	$3,200.00	$70,400.00
60500050	REMOVING CATCH BASINS	EACH	3	$600.00	$1,800.00	$250.00	$750.00	$633.00	$1,899.00	$211.00	$633.00	$642.00	$1,926.00	$800.00	$2,400.00	$400.00	$1,200.00
60500060	REMOVING INLETS	EACH	1	$500.00	$500.00	$250.00	$250.00	$440.00	$440.00	$185.00	$185.00	$642.00	$642.00	$550.00	$550.00	$50.00	$50.00
X0322936	REMOVE EXISTING FLARED END SECTION	EACH	5	$500.00	$2,500.00	$250.00	$1,250.00	$310.00	$1,550.00	$368.00	$1,840.00	$584.00	$2,920.00	$500.00	$2,500.00	$100.00	$500.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	10	$36.00	$360.00	$150.00	$1,500.00	$203.00	$2,030.00	$78.00	$780.00	$79.00	$790.00	$50.00	$500.00	$88.00	$880.00
R1004070	WATER MAIN SERVICE ADJUSTMENT	EACH	16	$800.00	$12,800.00	$1,750.00	$28,000.00	$595.00	$9,520.00	$815.00	$13,040.00	$448.00	$7,168.00	$750.00	$12,000.00	$100.00	$1,600.00
R1004075	SANITARY SEWER SERVICE ADJUSTMENT	EACH	3	$1,200.00	$3,600.00	$2,500.00	$7,500.00	$1,225.00	$3,675.00	$1,014.00	$3,042.00	$2,862.00	$8,586.00	$950.00	$2,850.00	$5,000.00	$15,000.00
R5001012	EXPLORATORY EXCAVATION	EACH	10	$800.00	$8,000.00	$850.00	$8,500.00	$475.00	$4,750.00	$371.00	$3,710.00	$561.00	$5,610.00	$700.00	$7,000.00	$450.00	$4,500.00
R6001014	CLASS D PATCHES, 6 INCH	SQ YD	1,550	$75.00	$116,250.00	$75.00	$116,250.00	$45.50	$70,525.00	$92.00	$142,600.00	$79.15	$122,682.50	$87.00	$134,850.00	$68.00	$105,400.00
XZ127900	RETAINING WALL REMOVAL	FOOT	20	$100.00	$2,000.00	$50.00	$1,000.00	$26.00	$520.00	$30.00	$600.00	$32.00	$640.00	$115.00	$2,300.00	$10.00	$200.00
X1700062	BRICK PAVER REMOVAL AND REPLACEMENT	SQ FT	80	$50.00	$4,000.00	$35.00	$2,800.00	$25.50	$2,040.00	$38.00	$3,040.00	$27.00	$2,160.00	$35.00	$2,800.00	$40.00	$3,200.00
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	9,100	$5.00	$45,500.00	$3.50	$31,850.00	$10.15	$92,365.00	$4.00	$36,400.00	$4.10	$37,310.00	$0.01	$91.00	$5.00	$45,500.00
X2520700	SODDING, SPECIAL	SQ YD	9,100	$17.00	$154,700.00	$8.50	$77,350.00	$8.15	$74,165.00	$9.00	$81,900.00	$16.40	$149,240.00	$8.50	$77,350.00	$13.00	$118,300.00
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	185	$5.00	$925.00	$0.01	$1.85	$25.00	$4,625.00	$21.00	$3,885.00	$115.00	$21,275.00	$20.00	$3,700.00	$1.00	$185.00
X4811300	AGGREGATE SHOULDERS, TYPE B (SPECIAL)	TON	40	$150.00	$6,000.00	$60.00	$2,400.00	$64.00	$2,560.00	$79.00	$3,160.00	$77.00	$3,080.00	$65.00	$2,600.00	$38.00	$1,520.00
Z0004522	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	SQ YD	1,290	$65.00	$83,850.00	$70.00	$90,300.00	$60.00	$77,400.00	$45.00	$58,050.00	$85.25	$109,972.50	$85.00	$109,650.00	$58.00	$74,820.00
Z0056648	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	FOOT	567	$130.00	$73,710.00	$65.00	$36,855.00	$79.50	$45,076.50	$60.00	$34,020.00	$87.40	$49,555.80	$85.00	$48,195.00	$144.00	$81,648.00
Z0056650	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 15"	FOOT	32	$140.00	$4,480.00	$70.00	$2,240.00	$79.00	$2,528.00	$68.00	$2,176.00	$81.70	$2,614.40	$92.00	$2,944.00	$158.00	$5,056.00
Z0056668	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 12"	FOOT	281	$140.00	$39,340.00	$70.00	$19,670.00	$91.00	$25,571.00	$60.00	$16,860.00	$102.20	$28,718.20	$85.00	$23,885.00	$144.00	$40,464.00
R5001010	RESTORATION, SPECIAL	EACH	1	$3,000.00	$3,000.00	$5,000.00	$5,000.00	$7,600.00	$7,600.00	$15,562.00	$15,562.00	$7,400.00	$7,400.00	$15,000.00	$15,000.00	$10,000.00	$10,000.00

Robinson ENGINEERING
Municipal Expertise. Community Commitment.

Tabulation of Bids
21-R0545.01

Local Public Agency: Village of Tinley Park
County:
Section:
Estimate: $1,384,500.00

Date: 8/2/2023
Time: 10:01 AM

Attended By: Van Calombaris

				Name of Bidder:		P.T. Ferro Construction Co.		Iroquois Paving Corp.		Airy's Inc.		Steve Spiess Construction Inc.		Austin Tyler Construction Inc.		H. Linden & Sons Sewer and Water Inc.	
				Address of Bidder:		700 S. Rowell Ave		1889 E. US Hwy 24		21825 Cherry Hill Rd.		10284 Vans Drive		23343 S. Ridge Road		722 E. South St.. Unit D	
						Joliet, IL 60434		Watseka, IL 60970		Joliet, IL 60433		Frankfort, IL 60423		Elwood, IL 60421		Plano, IL 60545	
				Approved Engineer's Estimate													
Item No.	Item Description	Unit	QTY	Unit Price	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X0323389	STORM SEWER CONNECTION	EACH	5	$1,500.00	$7,500.00	$500.00	$2,500.00	$1,050.00	$5,250.00	$2,114.00	$10,570.00	$2,920.00	$14,600.00	$2,500.00	$12,500.00	$1,000.00	$5,000.00
				TOTAL:	$1,384,500.00		$1,114,626.25		$1,147,416.44		$1,185,000.00		$1,344,246.00		$1,372,328.40		$1,441,816.00

Robinson ENGINEERING
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Tabulation of Bids
21-R0545.01

Local Public Agency: Village of Tinley Park
County:
Section:
Estimate: $1,384,500.00

Date: 8/2/2023
Time: 10:01 AM

Attended By: Van Calombaris

				Name of Bidder:		**Everlast Blacktop, Inc.**		**Holiday Sewer & Water Construction, Inc.**	
				Address of Bidder:		7N540 IL Route 25		1000 N Rand Road	
								#116	
						Elgin, IL 60120		Wauconda, IL 60084	
				Approved Engineer's Estimate					
Item No.	**Item Description**	**Unit**	**QTY**	**Unit Price**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
20100500+17:77	TREE REMOVAL, ACRES	ACRE	0.01	$40,000.00	$400.00	$10,000.00	$100.00	$30,000.00	$300.00
20101200	TREE ROOT PRUNING	EACH	37	$200.00	$7,400.00	$150.00	$5,550.00	$105.00	$3,885.00
20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	11	$140.00	$1,540.00	$100.00	$1,100.00	$105.00	$1,155.00
20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	26	$325.00	$8,450.00	$100.00	$2,600.00	$105.00	$2,730.00
20800150	TRENCH BACKFILL	CU YD	1,275	$45.00	$57,375.00	$47.00	$59,925.00	$30.00	$38,250.00
21400100	GRADING AND SHAPING DITCHES	FOOT	4,100	$25.00	$102,500.00	$26.00	$106,600.00	$25.00	$102,500.00
25000210	SEEDING, CLASS 2A	ACRE	0.01	$15,000.00	$150.00	$10,000.00	$100.00	$30,000.00	$300.00
25100630	EROSION CONTROL BLANKET	SQ YD	30	$3.00	$90.00	$2.00	$60.00	$10.00	$300.00
28000305	TEMPORARY DITCH CHECKS	FOOT	260	$50.00	$13,000.00	$14.00	$3,640.00	$10.00	$2,600.00
28000500	INLET AND PIPE PROTECTION	EACH	5	$200.00	$1,000.00	$120.00	$600.00	$105.00	$525.00
28000510	INLET FILTERS	EACH	54	$150.00	$8,100.00	$100.00	$5,400.00	$155.00	$8,370.00
28100105	STONE RIPRAP, CLASS A3	SQ YD	25	$90.00	$2,250.00	$92.00	$2,300.00	$100.00	$2,500.00
42300300	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	190	$85.00	$16,150.00	$157.00	$29,830.00	$150.00	$28,500.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1,480	$18.00	$26,640.00	$18.00	$26,640.00	$15.00	$22,200.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	10	$12.00	$120.00	$14.00	$140.00	$10.00	$100.00
44200934	CLASS B PATCHES, TYPE II, 8 INCH	SQ YD	10	$200.00	$2,000.00	$400.00	$4,000.00	$350.00	$3,500.00
54214719	PRECAST REINFORCED CONCRETE FLARED END SECTIONS - ELLIPTICAL, EQUIVALENT ROUND-SIZE 24"	EACH	1	$3,000.00	$3,000.00	$2,950.00	$2,950.00	$4,500.00	$4,500.00
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	399	$70.00	$27,930.00	$122.00	$48,678.00	$95.00	$37,905.00
550A0070	STORM SEWERS, CLASS A, TYPE 1 15"	FOOT	162	$75.00	$12,150.00	$91.00	$14,742.00	$100.00	$16,200.00
550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	138	$80.00	$11,040.00	$93.00	$12,834.00	$105.00	$14,490.00
550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	140	$95.00	$13,300.00	$103.00	$14,420.00	$120.00	$16,800.00
550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	379	$80.00	$30,320.00	$90.00	$34,110.00	$95.00	$36,005.00

Robinson ENGINEERING
Municipal Expertise. Community Commitment.

Tabulation of Bids
21-R0545.01

Local Public Agency: Village of Tinley Park
County:
Section:
Estimate: $1,384,500.00

Date: 8/2/2023
Time: 10:01 AM

Attended By: Van Calombaris

				Name of Bidder:		**Everlast Blacktop, Inc.**		**Holiday Sewer & Water Construction, Inc.**	
				Address of Bidder:		7N540 IL Route 25		1000 N Rand Road	
								#116	
						Elgin, IL 60120		Wauconda, IL 60084	
				Approved Engineer's Estimate					
Item No.	**Item Description**	**Unit**	**QTY**	**Unit Price**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	1,317	$85.00	$111,945.00	$121.00	$159,357.00	$100.00	$131,700.00
550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	89	$90.00	$8,010.00	$98.00	$8,722.00	$105.00	$9,345.00
550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	250	$105.00	$26,250.00	$104.00	$26,000.00	$120.00	$30,000.00
550A4000	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 18"	FOOT	122	$95.00	$11,590.00	$126.00	$15,372.00	$140.00	$17,080.00
550A4100	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 24"	FOOT	49	$110.00	$5,390.00	$135.00	$6,615.00	$150.00	$7,350.00
55100300	STORM SEWER REMOVAL 8"	FOOT	21	$25.00	$525.00	$17.00	$357.00	$10.00	$210.00
55100400	STORM SEWER REMOVAL 10"	FOOT	263	$25.00	$6,575.00	$18.00	$4,734.00	$10.00	$2,630.00
55100500	STORM SEWER REMOVAL 12"	FOOT	827	$25.00	$20,675.00	$19.00	$15,713.00	$10.00	$8,270.00
55100700	STORM SEWER REMOVAL 15"	FOOT	516	$25.00	$12,900.00	$20.00	$10,320.00	$10.00	$5,160.00
55100900	STORM SEWER REMOVAL 18"	FOOT	24	$25.00	$600.00	$22.00	$528.00	$10.00	$240.00
X5509900	ABANDON AND FILL EXISTING STORM SEWER	FOOT	31	$200.00	$6,200.00	$306.00	$9,486.00	$15.00	$465.00
56106300	ADJUSTING WATER MAIN 6"	FOOT	168	$190.00	$31,920.00	$50.00	$8,400.00	$300.00	$50,400.00
60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	$3,500.00	$3,500.00	$3,700.00	$3,700.00	$5,500.00	$5,500.00
60200805	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	12	$3,500.00	$42,000.00	$6,800.00	$81,600.00	$5,250.00	$63,000.00
60203905	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$4,200.00	$4,200.00	$4,400.00	$4,400.00	$6,250.00	$6,250.00
60204505	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 8 GRATE	EACH	1	$4,200.00	$4,200.00	$4,400.00	$4,400.00	$6,000.00	$6,000.00
60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$3,600.00	$3,600.00	$3,800.00	$3,800.00	$5,250.00	$5,250.00
60219000	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	5	$3,600.00	$18,000.00	$3,800.00	$19,000.00	$5,000.00	$25,000.00
60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	6	$4,500.00	$27,000.00	$8,400.00	$50,400.00	$6,000.00	$36,000.00
60221700	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 8 GRATE	EACH	7	$4,500.00	$31,500.00	$4,400.00	$30,800.00	$5,750.00	$40,250.00

Robinson ENGINEERING
Municipal Expertise. Community Commitment.

Tabulation of Bids
21-R0545.01

Local Public Agency: Village of Tinley Park
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Estimate: $1,384,500.00

Date: 8/2/2023
Time: 10:01 AM

Attended By: Van Calombaris

				Name of Bidder:		Everlast Blacktop, Inc.		Holiday Sewer & Water Construction, Inc.	
				Address of Bidder:		7N540 IL Route 25		1000 N Rand Road	
								#116	
						Elgin, IL 60120		Wauconda, IL 60084	
				Approved Engineer's Estimate					
Item No.	**Item Description**	**Unit**	**QTY**	**Unit Price**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4	$7,500.00	$30,000.00	$10,800.00	$43,200.00	$7,500.00	$30,000.00
60224005	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 8 GRATE	EACH	2	$7,500.00	$15,000.00	$10,800.00	$21,600.00	$7,250.00	$14,500.00
60224446	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$12,000.00	$12,000.00	$9,200.00	$9,200.00	$9,000.00	$9,000.00
60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	22	$1,600.00	$35,200.00	$4,000.00	$88,000.00	$3,500.00	$77,000.00
60500050	REMOVING CATCH BASINS	EACH	3	$600.00	$1,800.00	$700.00	$2,100.00	$250.00	$750.00
60500060	REMOVING INLETS	EACH	1	$500.00	$500.00	$700.00	$700.00	$250.00	$250.00
X0322936	REMOVE EXISTING FLARED END SECTION	EACH	5	$500.00	$2,500.00	$300.00	$1,500.00	$250.00	$1,250.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	10	$36.00	$360.00	$100.00	$1,000.00	$150.00	$1,500.00
R1004070	WATER MAIN SERVICE ADJUSTMENT	EACH	16	$800.00	$12,800.00	$3,200.00	$51,200.00	$2,500.00	$40,000.00
R1004075	SANITARY SEWER SERVICE ADJUSTMENT	EACH	3	$1,200.00	$3,600.00	$4,400.00	$13,200.00	$2,650.00	$7,950.00
R5001012	EXPLORATORY EXCAVATION	EACH	10	$800.00	$8,000.00	$800.00	$8,000.00	$250.00	$2,500.00
R6001014	CLASS D PATCHES, 6 INCH	SQ YD	1,550	$75.00	$116,250.00	$36.00	$55,800.00	$95.00	$147,250.00
XZ127900	RETAINING WALL REMOVAL	FOOT	20	$100.00	$2,000.00	$10.00	$200.00	$100.00	$2,000.00
X1700062	BRICK PAVER REMOVAL AND REPLACEMENT	SQ FT	80	$50.00	$4,000.00	$30.00	$2,400.00	$30.00	$2,400.00
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	9,100	$5.00	$45,500.00	$4.00	$36,400.00	$7.00	$63,700.00
X2520700	SODDING, SPECIAL	SQ YD	9,100	$17.00	$154,700.00	$12.00	$109,200.00	$12.00	$109,200.00
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	185	$5.00	$925.00	$10.00	$1,850.00	$5.00	$925.00
X4811300	AGGREGATE SHOULDERS, TYPE B (SPECIAL)	TON	40	$150.00	$6,000.00	$45.00	$1,800.00	$50.00	$2,000.00
Z0004522	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	SQ YD	1,290	$65.00	$83,850.00	$51.00	$65,790.00	$115.00	$148,350.00
Z0056648	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	FOOT	567	$130.00	$73,710.00	$114.00	$64,638.00	$95.00	$53,865.00
Z0056650	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 15"	FOOT	32	$140.00	$4,480.00	$132.00	$4,224.00	$100.00	$3,200.00
Z0056668	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 12"	FOOT	281	$140.00	$39,340.00	$124.00	$34,844.00	$95.00	$26,695.00
R5001010	RESTORATION, SPECIAL	EACH	1	$3,000.00	$3,000.00	$8,000.00	$8,000.00	$5,055.00	$5,055.00

BLR 12315 (Rev. 07/16/13)

Robinson ENGINEERING
Municipal Expertise. Community Commitment.

Tabulation of Bids
21-R0545.01

Local Public Agency: Village of Tinley Park
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Section:
Estimate: $1,384,500.00

Date: 8/2/2023
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Attended By: Van Calombaris

				Name of Bidder:		**Everlast Blacktop, Inc.**		**Holiday Sewer & Water Construction, Inc.**	
				Address of Bidder:		7N540 IL Route 25		1000 N Rand Road	
								#116	
						Elgin, IL 60120		Wauconda, IL 60084	
				Approved Engineer's Estimate					
Item No.	**Item Description**	**Unit**	**QTY**	**Unit Price**	**Total**	**Unit Cost**	**Total**	**Unit Cost**	**Total**
X0323389	STORM SEWER CONNECTION	EACH	5	$1,500.00	$7,500.00	$3,900.00	$19,500.00	$2,500.00	$12,500.00
				TOTAL:	**$1,384,500.00**		**$1,484,369.00**		**$1,555,555.00**

Robinson ENGINEERING

August 3, 2023

To: Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

Attn: Mr. Michael G. Mueller – Public Works Committee Chair

RE: Kimberly Heights Drainage Improvements – Phase 1 & Phase 2
Contract Award Recommendation
(REL Project #21-R0545.01)

Dear Mr. Mueller:

We have reviewed the bids received on August 2, 2023, for the referenced project and find them to be as follows:

Contractor	As-Read Bid	Mathematically Corrected Bid
P.T. Ferro Construction Co. – Joliet, IL	**$1,114,626.25**	
Iroquois Paving Corp. – Watseka, IL	$1,147,416.44	
Airy's, Inc. – Joliet, IL	$1,185,000.00	
Steve Spiess Construction, Inc. – Frankfort, IL	$1,344,246.00	
Austin-Tyler Construction, Inc. – Elwood, IL	$1,372,328.40	
Everlast Blacktop, Inc. – Elgin, IL	$1,484,369.00	
H. Linden & Sons Sewer and Water, Inc. – Plano, IL	$1,508,416.00	$1,441,816.00
Holiday Sewer & Water Construction, Inc. – Wauconda, IL	$1,555,555.00	
Engineer's Estimate	*$1,384,500.00*	

We have reviewed the bids and found them to be correct and in order; therefore, at this time, we recommend that the Village award the contract to the low responsive responsible bidder, P.T. Ferro Construction Co., in the amount of One Million, One Hundred Fourteen Thousand, Six Hundred Twenty-Six Dollars and Twenty-Five Cents ($1,114,626.25).

Should you have any questions or require further information, please contact me at your convenience.

Very truly yours,

Van Calombaris, PE
Director of Operations
(815) 412-2014
vcalombaris@reltd.com

R:\2020-2024\2021\21-R0545.TP__21-R0545.01_Bid and Contract Documents\21-R0545.01 Award Recommendation Letter.docx

Encl.

Document A310 TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

P.T. Ferro Construction Co.
700 South Rowell Avenue
Joliet, IL 60434

OWNER:
(Name, legal status and address)
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, IL 60477

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices
1411 Opus Place Suite 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: $ 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Kimberly Heights Drainage Improvements - Phase 1 & Phase 2

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of August, 2023

(Witness) Wm. David Berkley

(Witness)

P.T. Ferro Construction Co.
(Principal) (Seal)

By:
(Title) Matthew Marketti - President

Travelers Casualty and Surety Company of America
(Surety) (Seal)

By:
(Title) James I. Moore Attorney-in-Fact

P.T. FERRO CONSTRUCTION CO. Corporate SEAL ILLINOIS

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry Bacskai Notary Public of DuPage County, in the State of Illinois, do hereby certify that James I. Moore Attorney-in-Fact, of the Travelers Casualty and Surety Company of America who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 2nd day of August, 2023.

SHERRY BACSKAI
OFFICIAL SEAL
Notary Public State of Illinois
My Commission Expires
October 22, 2023

Notary Public Sherry Bacskai

My Commission expires: October 22, 2023

TRAVELERS	**Travelers Casualty and Surety Company of America** **Travelers Casualty and Surety Company** **St. Paul Fire and Marine Insurance Company** **Farmington Casualty Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint James I. Moore of Downers Grove, IL, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond **Principal:** P.T. Ferro Construction Co.
OR **Obligee:** Village of Tinley Park
Project Description: Kimberly Heights Drainage Improvements - Phase 1 & Phase 2

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd day of August, 2023.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Village of Tinley Park ILLINOIS

Formal Contract Proposal for

KIMBERLY HEIGHTS DRAINAGE IMPROVEMENTS – PHASE 1 & PHASE 2

Bid Opening Date:..... Wednesday, August 2nd, 2023, at 10:00am
Bid Deposit:..... 10% of the Amount of Bid
Performance Bond:..... 100% of the Amount of Bid
Bid Opening Location: ..... Tinley Park Village Hall,
16250 S. Oak Park Ave.
Tinley Park IL 60477

Submit Bids to:

Village Clerk
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
(708) 444-5000

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Tinley Park and any successful Bidder. Do not detach any portion of this document. Invalidation could result.

Proposal Submitted By:

Contractor's Name P.T. FERRO CONSTRUCTION CO.

Street P.O. BOX 156

City JOLIET, *State* ILLINOIS *Zip Code* 60434-0156

VILLAGE OF TINLEY PARK
STATE OF ILLINOIS

PROPOSAL FORM

NOTE: ALL BLANKS ON EACH AND EVERY SHEET OF THIS PROPOSAL SHALL BE COMPLETED. FAILURE TO COMPLETE ALL BLANKS SHALL BE GROUNDS FOR REJECTION OF BIDS.

TO THE VILLAGE OF TINLEY PARK:

1. PROPOSAL OF P.T. FERRO CONSTRUCTION CO.
(Name and Address of Bidder) P.O. BOX 156
JOLIET, ILLINOIS 60434-0156

2. The specifications for the proposed work are those prepared by the Village Engineer dated **July, 2023.**

3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm, or corporation.

4. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and he understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.

5. The undersigned further understands and agrees that if this proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, in the respective sections, and to do all of the work, and to furnish all of the materials specified in the contract.

6. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined multiplied by the unit price shown in the schedule of prices contained herein.

7. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deduction; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

8. The undersigned further agrees that if the owner decides to increase or decrease the quantities, or otherwise alter it by extras or deductions, including the elimination of any of the pay items, he will perform the work as altered, increased or decreased at the provided contract unit price.

9. The undersigned further agrees to execute a contract for this work and present the same to the Village of Tinley Park within fifteen (15) days after the date of the notice of the award of the contract to him.

VILLAGE OF TINLEY PARK
STATE OF ILLINOIS

10. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of the notice of the award of the contract, a contract bond satisfactory to and in the form prescribed by the Village of Tinley Park in the penal sum of one hundred percent (100%) of the full amount of the contract within the terms of the contract.

11. The undersigned further agrees to begin work not later than fifteen (15) days after the execution of the acceptance of the contract and contract bond, unless otherwise provided and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work **as specified in the Special Provisions section** and agreed to schedule by both parties, unless additional time shall be granted by the Village of Tinley Park in accordance with provisions of the specifications.

In case of failure to complete the work in or before the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village of Tinley Park shall assess liquated damages in the amount of $1,000 per day until the work is completed and approved by the Village Engineer or Public Works Director.

13. Accompanying this proposal is a bid bond, bank draft, bank cashier's check, or a certified check, complying with the requirement of the specifications, made payable to the Village of Tinley Park.

THE AMOUNT OF THE CHECK OR DRAFT IS ($ 10% Bid Bond

If this proposal is accepted and the undersigned shall fail to execute a contract and the contract bond as required within, it is hereby agreed that the amount of the check or bank draft shall become the property of the Village of Tinley Park and shall be considered as payment of damages due to the delay and other causes suffered by the Village of Tinley Park because of the failure to execute said contract and contract bond; otherwise said check or draft, shall be returned to the undersigned.

14. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule of unit prices for which he proposes each item of work, that the extensions must be made by him and that if not so done his proposal may be rejected as irregular.

15. All bidders must furnish current financial statement with the bid.

16. All bidders must furnish a list of equipment available for and to be used on this project with their bid.

17. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract.

18. This set of contract documents shall remain intact and shall be submitted in its entirety with the proposal.

19. The undersigned understands that to be considered a responsible bidder they must comply with the provisions of Title V Chapter 54 of the Tinley Park Municipal Code.

VILLAGE OF TINLEY PARK
STATE OF ILLINOIS

(IF AN INDIVIDUAL)

SIGNATURE OF BIDDER_____ (SEAL)

BUSINESS ADDRESS_____

_____

(IF A CO-PARTNERSHIP)

FIRM NAME_____ (SEAL)

SIGNED BY _____ (SEAL)

BUSINESS ADDRESS_____

_____

Insert Names and _____
Addresses of All _____
Members of the firm _____

(IF A CORPORATION)

CORPORATE NAME P.T. FERRO CONSTRUCTION CO.

SIGNED BY Matt Marketti

BUSINESS ADDRESS P.O. BOX 156
JOLIET, ILLINOIS 60434-0156

P.T. FERRO CONSTRUCTION CO
Corporate SEAL
ILLINOIS

(CORPORATE SEAL)

PRESIDENT MATT MARKETTI

Insert Names of Officers

SECRETARY DAVE BERKLEY

TREASURER DIANE ABERNATHY

ATTEST: _____
Secretary

Village of Tinley Park ILLINOIS

SCHEDULE OF PRICES

Project: Kimberly Heights Drainage Improvements - Phase 1 & Phase 2

Item No.	*Item Description*	*Unit*	*Quantity*	*Unit Price*	*Total Price*
1	TREE REMOVAL, ACRES	ACRE	0.01	250,000.00	2,500.00
2	TREE ROOT PRUNING	EACH	37	100.00	3,700.00
3	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	11	100.00	1,100.00
4	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	26	100.00	2,600.00
5	TRENCH BACKFILL	CU YD	1,275	25.00	31,875.00
6	GRADING AND SHAPING DITCHES	FOOT	4,100	10.00	41,000.00
7	SEEDING, CLASS 2A	ACRE	0.01	4,840.00	48.40
8	EROSION CONTROL BLANKET	SQ YD	30	10.00	300.00
9	TEMPORARY DITCH CHECKS	FOOT	260	15.00	3,900.00
10	INLET AND PIPE PROTECTION	EACH	5	150.00	750.00
11	INLET FILTERS	EACH	54	50.00	2,700.00
12	STONE RIPRAP, CLASS A3	SQ YD	25	80.00	2,000.00
13	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	190	105.00	19,950.00
14	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1,480	20.00	29,600.00
15	COMBINATION CURB AND GUTTER REMOVAL	FOOT	10	50.00	500.00
16	CLASS B PATCHES, TYPE II, 8 INCH	SQ YD	10	250.00	2,500.00
17	PRECAST REINFORCED CONCRETE FLARED END SECTIONS - ELLIPTICAL, EQUIVALENT ROUND-SIZE 24"	EACH	1	2,500.00	2,500.00
18	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	399	65.00	25,935.00
19	STORM SEWERS, CLASS A, TYPE 1 15"	FOOT	162	75.00	12,150.00
20	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	138	85.00	11,730.00
21	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	140	110.00	15,400.00
22	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	379	78.00	29,562.00
23	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	1,317	88.00	115,896.00
24	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	89	97.00	8,633.00
25	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	250	130.00	32,500.00
26	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 18"	FOOT	122	160.00	19,520.00
27	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 24"	FOOT	49	200.00	9,800.00

28	STORM SEWER REMOVAL 8"	FOOT	21	10.00	210.00
29	STORM SEWER REMOVAL 10"	FOOT	263	10.00	2,630.00
30	STORM SEWER REMOVAL 12"	FOOT	827	10.00	8,270.00
31	STORM SEWER REMOVAL 15"	FOOT	516	10.00	5,160.00
32	STORM SEWER REMOVAL 18"	FOOT	24	10.00	240.00
33	ABANDON AND FILL EXISTING STORM SEWER	FOOT	31	125.00	3,875.00
34	ADJUSTING WATER MAIN 6"	FOOT	168	175.00	29,400.00
35	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	3,100.00	3,100.00
36	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	12	3,100.00	37,200.00
37	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	4,675.00	4,675.00
38	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 8 GRATE	EACH	1	3,900.00	3,900.00
39	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	3,700.00	3,700.00
40	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	5	3,000.00	15,000.00
41	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	6	4,800.00	28,800.00
42	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 8 GRATE	EACH	7	4,050.00	28,350.00
43	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4	6,500.00	26,000.00
44	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 8 GRATE	EACH	2	5,800.00	11,600.00
45	MANHOLES, TYPE A, 7'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	7,100.00	7,100.00
46	INLETS, TYPE A, TYPE 8 GRATE	EACH	22	1,400.00	30,800.00
47	REMOVING CATCH BASINS	EACH	3	250.00	750.00
48	REMOVING INLETS	EACH	1	250.00	250.00
49	REMOVE EXISTING FLARED END SECTION	EACH	5	250.00	1,250.00
50	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	10	150.00	1,500.00
51	WATER MAIN SERVICE ADJUSTMENT	EACH	16	1,750.00	28,000.00
52	SANITARY SEWER SERVICE ADJUSTMENT	EACH	3	2,500.00	7,500.00
53	EXPLORATORY EXCAVATION	EACH	10	850.00	8,500.00
54	CLASS D PATCHES, 6 INCH	SQ YD	1,550	75.00	116,250.00
55	RETAINING WALL REMOVAL	FOOT	20	50.00	1,000.00
56	BRICK PAVER REMOVAL AND REPLACEMENT	SQ FT	80	35.00	2,800.00
57	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	9,100	3.50	31,850.00
58	SODDING, SPECIAL	SQ YD	9,100	8.50	77,350.00
59	TEMPORARY EROSION CONTROL SEEDING	POUND	185	0.01	1.85
60	AGGREGATE SHOULDERS, TYPE B (SPECIAL)	TON	40	60.00	2,400.00

61	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	SQ YD	1,290	70.00	90,300.00
62	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	FOOT	567	65.00	36,855.00
63	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 15"	FOOT	32	70.00	2,240.00
64	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 12"	FOOT	281	70.00	19,670.00
65	RESTORATION, SPECIAL	EACH	1	5,000.00	5,000.00
66	STORM SEWER CONNECTION	EACH	5	500.00	2,500.00
				Bid Total:	$1,114,626.25

The following Addendums have been acknowledged: N/A

* The quantities specified above are estimates. The final payouts will be based on final quantities submitted by the Contractor and confirmed by the Village

Village of Tinley Park
Kimberly Heights Drainage Improvements - Phase 1 Phase 2

Village of Tinley Park ILLINOIS

PROPOSAL BID SUMMARY

Bid Total ONE MILLION ONE HUNDRED FOURTEEN THOUSAND SIX HUNDRED TWENTY SIX DOLLARS + 25/100	$1,114,626.25

P.T. FERRO CONSTRUCTION CO.
P.O. BOX 156
JOLIET, ILLINOIS 60434-0156

Contractor's Name

(815) 726-6284

Contractor's Phone

ESTIMATING @ PTFERRO.COM

Contractor's Contact Person

Village of Tinley Park ILLINOIS

Bidder Information

Date Submitted: 8/2/23

Company Name: P.T. FERRO CONSTRUCTION CO.
P.O. BOX 156
JOLIET, ILLINOIS 60434-0156

Address:

City, State Zip Code:

Phone Number: (815) 726-6294 **Fax Number:** (815) 726-5614

Company Email: ESTIMATING@PTFERRO.COM

Contact Person and Cell Number: MATT MARKETTI (815) 739-0928

CERTIFICATIONS BY CONTRACTOR

Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned MATT MARKETO, as PRESIDENT and on behalf
(Name) (Title)
of P.T. FERRO CONSTRUCTION CO. having been duly sworn under oath certifies that:
(Contractor)

Tax Liens Or Tax Delinquencies

The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Village of Tinley Park because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor of any officers of the contractor in the last five (5) years Yes [ ] No [X]

"No" means "not applicable." If "yes," describe lien/delinquencies and resolution:

N/A

Equal Opportunity Employer Compliance

The EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

(A) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(B) That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulation for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(C) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(D) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Acts and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from the

sources when necessary to fulfill its obligations thereunder.

(E) CONTRACTOR certified that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.

(F) That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

(G) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

(H) That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event of any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(1) "Subcontract" mean any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligation under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal compliant process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

In the event that this contract is subject to Executive Order 11246, Seller certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit it's employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sec, religion or national origin, because of habit, local custom, or otherwise.

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes [X] No [ ]

Felony

Contractor certifies that it has not been barred from being awarded a contract under Section 1400.5015 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5015).

The Americans With Disabilities Act

As a condition of receiving this contract, the undersigned vendor certified that services, programs and activities provided under this contract are and will continue to be in compliance with the Tinley Park Accessibility Code.

Employee Classification

Contractor's employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B). N/A [ ] Yes [X] No [ ]

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work: Yes [X] No [ ]

License	Number	Date Issued	Current Expiration	Holder of License
Local 150				
Local 75				
Local 179				
Local 11				

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation: N/A

Subcontractor Information

Provide the name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

Subcontractors, if any, who will Perform Work on this Project (Attach additional if needed):

Name	Address	Work to be Performed
KD LANDSCAPE	2128 GOULD CT ROCKFORD, IL 60436	LANDSCAPE

Worker Certification

Contractor certifies that any and all individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

Awarded low bidder acknowledges they can provide the following:

X Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)

X Illinois Department of Revenue registration

X Illinois Department of Employment Security registration

X Standards of Apprenticeship/Apprentice Agreements

X Substance Abuse Prevention program (or applicable provision from CBA in effect)

X Written Safety Policy Statement signed by company representative

X OSHA cards evidencing 10-hour or greater safety program completed

X Workers' Compensation Coverage

X Professional or Trade Licenses

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

(A) The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

(B) The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price of that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract.

(C) The bid genuine and not collusive or sham;

(D) The prices or breakdowns thereof and any and all contents which had been quoted in the bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;

(E) All statements contained in such bid are true;

(F) No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;

(G) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

(H) No officer or employee of the Village of Tinley Park has a direct or indirect pecuniary interest in this bid.

(I) No officer or employee of the village of Tinley Park has disclosed to the bidder any information related to the terms of a sealed bid.

(J) No officer or employee of the Village of Tinley Park has informed the bidder that the bid will be accepted only if the specified persons are included as subcontractors.

(K) Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the Village of Tinley Park.

(L) This bid is made without the benefit of information obtained in violation of law.

(M) The undersigned certified that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

P.T. FERRO CONSTRUCTION CO.

Name of Contractor (please print)

Submitted by (signature)

PRESIDENT

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

P.T. FERRO CONSTRUCTION CO.

Name of Contractor (please print)

Submitted by (signature)

PRESIDENT

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

(A) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace.

(B) Specifying the actions that will be taken against employees for violations of this prohibition;

(C) Notifying the employees that, as a condition of their employment to do work under the contract with the Village of Tinley Park, the employees will:

(1) Abide by the terms of the statement; and

(2) Notify the aforementioned company of any criminal drug statue conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.

(D) Establishing a drug free awareness program to inform the aforementioned company's employees about:

(1) The dangers of drug abuse in the workplace;

(2) The aforementioned company's policy of maintain a drug free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug violations.

(E) Making it a requirement to give a copy of the statement required by Section 5 to each employee engaged in the performance of the contract with the Village of Tinley Park and to post the statement in a prominent place in the workplace;

(F) Notifying the Village of Tinley Park within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;

(G) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;

(H) Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitations required and indicating that an effectively trained counseling and referral team is in place;

(I) Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.

(J) Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

✓(A) Take appropriate personnel action against such employee up to and including termination; or

✓(B) Require the employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

P.T. FERRO CONSTRUCTION CO.

Name of Contractor (please print)

Submitted by (signature)

PRESIDENT

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

P.T. FERRO CONSTRUCTION CO
Name of Contractor (please print)

Submitted by (signature)

PRESIDENT
Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

(A) There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.

(B) There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

P.T. FERRO CONSTRUCTION CO.
Name of Contractor (please print)

Submitted by (signature)

Title PRESIDENT

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to

check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

P.T. FERRO CONSTRUCTION CO.
Name of Contractor (please print)

Submitted by (signature)

PRESIDENT
Title

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with Title V Chapter 54 of the Tinley Park Municipal Code ("Responsible Bidder Requirements Code").

Before award of the project, bidder must submit the required documents including evidence of participation in apprenticeship training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization, and apprentice graduation information as required under the Responsible Bidder Requirements Code.

P.T. FERRO CONSTRUCTION CO.
Name of Contractor (please print)

Submitted by (signature)

PRESIDENT
Title

(NOTE: These affidavits must be completed by an authorized representative of the bidder)

AFFIDAVIT - Business Status of Bidder

BIDDER/APPLICANT:

P.T. FERRO CONSTRUCTION CO.
Name

P.O. BOX 156
JOLIET, ILLINOIS 60434-0156
Principal place of business

Address

City, State, Zip Code

The Bidder is a:

_____ Corporate
_____ Partnership
_____ Limited Liability Company
_____ Sole Proprietorship
_____ Other (please explain :_____)

Corporation

The state of incorporation is: IL

The registered agent of the corporation in Illinois is:
Name P.T. FERRO CONSTRUCTION CO.
Address P.T. FERRO CONSTRUCTION CO.
P.O. BOX 156
City, State, Zip JOLIET, ILLINOIS 60434-0156

P.T. FERRO CONSTRUCTION CO. Corporate SEAL ILLINOIS

The Officers of the corporation are:

MATT MARKETTI
President

DAVE BERRY
Secretary

VINCE FERRO / DAVE BERRY
Vice President

DAVE ABERNATHY
Treasurer

The Corporation is authorized to do business in the State of Illinois.

Limited Liability Company

The state of registration is: _____

The registered agent of the Limited Liability Company in Illinois is:

Name _____

Address _____

City, State, Zip _____

The registered office of the Limited Liability Company in Illinois is:

Address _____

City, State, Zip _____

The managers and members of the Limited Liability Company are:

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
City, State	City, State

The LLC is authorized to do business in the State of Illinois

Sole Proprietorship

The address of the sole proprietor is:

_____

Address

_____

City, State

The sole proprietor transacts business in Illinois under the following assumed names:

_____ _____

*NOTE: THIS AFFIDAVIT MUST BE COMPLETED BY THE CHIEF OFFICER OF THE BIDDER

AFFIDAVIT - Bidder Availability

The undersigned, _____, being first duly sworn on Oath and being duly authorized to make this Affidavit, hereby declares that the following is a true and correct statement relating to All uncompleted contracts of the undersigned for Federal, State, County, City and private work, including All subcontract work; and all pending low bids not yet awarded or rejected; and equipment available.

PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	Awards Pending	Total
County and Section No.							
Contract With							
Estimated Completion Date							
Total Contract Price							
Uncompleted Dollar Value							

PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.

List below the uncompleted dollar value of work for each contract to be completed with your own forces. All work subcontract to others will be listed on the reverse of this form. In a joint venture list only that portion of the work to be done by your company.

Description							TOTALS

_____
(SIGNATURE)

_____
(PRINT NAME)

_____
(TITLE)

Subscribed and Sworn to before me the
_____day of _____, AD, 2023

_____
NOTARY PUBLIC

Bid Proposal Checklist

CHECK THE FOLLOWING LIST TO MAKE SURE THAT YOUR BID CONTAINS ALL OF THE REQURIED DOCUMENTS.

✓ 1. BID SECURTIY

✓ 2. BID PROPOSAL, DULY SIGNED & NOT NOTARIZED

✓ 3. SCHEDULE OF PRICES (ACKNOWLEDGE ADDENDUMS IF APPLICABLE)

✓ 4. BIDDER INFORMATION

✓ 5. CERTIFICATIONS
   A. Affidavit of Compliance
   B. Tax Liens or Tax Delinquencies
   C. Equal Opportunity Employer Compliance
   D. Employee Classification
   E. Professional or Trade Licenses
   F. Subcontractor Information
   G. Worker Certification
   H. Eligibility to Contract
   I. Certificate of Compliance with Illinois Human Rights Act
   J. Certificate of Compliance with Illinois Drug-Free Workplace Act
   K. Certificate Regarding Sexual Harassment Policy
   L. Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act
   M. Certificate of Compliance with Prevailing Wage Requirements
   N. Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance (apprentice programs evidence will be required before award)

✓ 6. AFFIDAVIT - BUSINESS STATUS OF BIDDER

✓ 7. AFFIDAVIT - BIDDER AVAILABILITY

FAILURE TO INCLUDE ANY ONE OR ALL OF THE ABOVE MAY CONSTITUTE SUITABLE GROUNDS FOR REJECTION OF YOUR BID.

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 8/2/2023
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Bureau of Construction
2300 South Dirksen Parkway Room 322
Springfield, Illinois 62764

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE.**

	1	2	3	4	Awards Pending	
Contract Number	I80 EB STRUCTURES (GARDNER/ROWELL) #60W34	LARAWAY & CEDAR RD #61B89	GARNSEY BRIDGE #61G53	CICERO AVE SIGNAL & LIGHTING #62F87	KIMBER & HAINES WATERMAIN	
Contract With	IDOT	IDOT	IDOT	IDOT	VILLAGE OF NEW LENOX	
Estimated Completion Date	6/1/2023	7/1/2022	8/1/2022	7/1/2022	11/30/2023	
Total Contract Price	5,512,026.08	7,905,135.77	2,324,587.54	1,073,907.82	1,356,771.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	10,000.00	929,559.10	1,267,392.04	902,760.82	1,356,771.00	4,466,482.96
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
				Total Value of All Work		4,466,482.96

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE.**

						Accumulated Totals
Earthwork		5,000.00	10,000.00	57,163.00		72,163.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix			22,814.44	164,934.86	136,510.00	324,259.30
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces				32,323.00		32,323.00
Highway,R.R. and Waterway Structures			753,901.40			753,901.40
Drainage			250,000.00	39,362.00	1,006,527.50	1,295,889.50
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction			80,000.00	35,324.80	98,427.50	213,752.30
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	10,000.00			27,288.54		37,288.54
Demolition						0.00
Pavement Markings (Paint)						0.00
						0.00
						0.00
Totals	10,000.00	5,000.00	1,116,715.84	356,396.20	1,241,465.00	2,729,577.04

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code".

Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	BULLS EYE BORING	TRI-TECH	TOUGH CUTS	VAN MACK	SEASONS LANDSCAPE
Type of Work	BORING	ELECTRIC	DECK GROOVING	ELECTRIC	LANDSCAPE
Subcontract Price	407,790.00	763,663.75	3,465.00	419,369.31	39420.00
Amount Uncompleted		600,000.00	3,465.00	419,369.31	39420.00
Subcontractor		MIDWEST FENCE	ARTEAGA		SUPERIOR STRIPING
Type of Work		GUARDRAIL	LANDSCAPE	LANDSCAPE	STRIPING
Subcontract Price		10,128.00	15,138.00	16,200.70	5326.00
Amount Uncompleted			15,138.00	16,200.70	5326.00
Subcontractor		C3	C3		HOMER TREE
Type of Work		LAYOUT	LAYOUT	TRAFFIC	TREE
Subcontract Price		46,000.00	19,000.00	71,769.61	5975.00
Amount Uncompleted		10,000.00	19,000.00	68,332.61	5975.00
Subcontractor			MA STEAL	HOMER TREE	CAMCO
Type of Work		STRIPING	ERECTION	TREE	
Subcontract Price		39,559.10	100,038.20	7,500.00	64585.00
Amount Uncompleted		39,559.10	100,038.20	7,500.00	64585.00
Subcontractor		AFFIC CONTROL C	ORK ZONE SAFET		
Type of Work		TRAFFIC	TRAFFIC	GUARDRAIL	
Subcontract Price		180,381.00	9,975.00	52,107.50	
Amount Uncompleted		75,000.00	9,975.00	17,607.50	
Subcontractor		ARTEAGA	HOMER TREE		
Type of Work		LANDSCAPE	TREE REM	ENVIRONMENTAL	
Subcontract Price		277,601.05	3,060.00	12,720.00	
Amount Uncompleted		200,000.00	3,060.00	12,720.00	
Subcontractor					
Type of Work				STRIPING	
Subcontract Price				7,414.30	
Amount Uncompleted				4,634.50	
Total Uncompleted	0.00	924,559.10	150,676.20	546,364.62	115,306.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this _____ day of _____, 2023.

Type or Print Name Matt Marketti President

Officer or Director Title

Notary Public

Signed _____

My commission expires: _____

Company P.T. Ferro Construction Co.

(Notary Seal)

Address P.O. Box 156

Joliet, IL 60434-0156

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 8/2/2023
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Bureau of Construction
2300 South Dirksen Parkway Room 322
Springfield, Illinois 62764

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE.**

	5	6	7	8	Awards Pending	
Contract Number	HOUBOLT ROAD	CHARITY / HELEN ROADWAY IMPROVEMENTS 21-00537-00-FP	ESSINGTON COMED CROSSING	IL 53 & EMERALD		
Contract With	D CONSTRUCTION	CITY OF JOLIET	CITY OF JOLIET	CITY OF JOLIET		
Estimated Completion Date	6/30/2023	8/1/2022	12/31/2022	11/1/2022		
Total Contract Price	7,035,423.66	358,916.83	1,195,807.34	2,318,134.78		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		5,000.00	87,563.30	2,318,134.78		6,877,181.04
Uncompleted Dollar Value if Firm is the Subcontractor	600,000.00					600,000.00
				Total Value of All Work		7,477,181.04

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE.**

						Accumulated Totals
Earthwork			10,000.00	285,276.01		367,439.01
Portland Cement Concrete Paving						0.00
HMA Plant Mix	100,000.00	2,500.00		622,007.03		1,048,766.33
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces				116,579.00		148,902.00
Highway,R.R. and Waterway Structures						753,901.40
Drainage	400,000.00			331,860.92		2,027,750.42
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction				68,484.50		282,236.80
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	100,000.00			68,675.05		205,963.59
Demolition						0.00
Pavement Markings (Paint)						0.00
						0.00
						0.00
Totals	600,000.00	2,500.00	10,000.00	1,492,882.51	0.00	4,834,959.55

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code".

Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	5	6	7	8	Awards Pending
Subcontractor	CAMCO				
Type of Work	BORING	LANDSCAPE	TRAFFIC	CRACK CONT	
Subcontract Price	57,817.00	36,420.00	12,400.00	2,550.00	
Amount Uncompleted		2,500.00	12,400.00	2,550.00	
Subcontractor	BULLS EYE BORING		CAMCO		
Type of Work	AUGER		BORING	ELECTRIC	
Subcontract Price	875,000.00		35,020.00	417,999.45	
Amount Uncompleted			35,020.00	417,999.45	
Subcontractor					
Type of Work			STRIPING	ENVIRONMENTAL	
Subcontract Price			1,023.30	201,687.50	
Amount Uncompleted			1,023.30	201,687.50	
Subcontractor					
Type of Work			LANDSCAPE	LANDSCAPE	
Subcontract Price			14,100.00	55,886.55	
Amount Uncompleted			14,100.00	55,886.55	
Subcontractor					
Type of Work			PLUMBING	STRIPING	
Subcontract Price			15,020.00	25,427.30	
Amount Uncompleted			15,020.00		
Subcontractor					
Type of Work				TRAFFIC CONTROL	
Subcontract Price				144,878.77	
Amount Uncompleted				144,878.77	
Subcontractor					
Type of Work				TREE	
Subcontract Price				2,250.00	
Amount Uncompleted				2,250.00	
Total Uncompleted		2,500.00	77,563.30	825,252.27	

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this _____ day of _____, 2023.

Type or Print Name Matt Marketti President
Officer or Director Title

_____
Notary Public

Signed _____

My commission expires: _____

Company P.T. Ferro Construction Co.

(Notary Seal)

Address P.O. Box 156
Joliet, IL 60434-0156

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 8/2/2023
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Bureau of Construction
2300 South Dirksen Parkway Room 322
Springfield, Illinois 62764

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	9	10	11	12	Awards Pending	
Contract Number	2022 NEIGHBORHOOD	WOLF RD @ I-57, MOKENA #62N20	IL 102 (WILL CO - US 45/52) #66L88	US 30, NEW LENOX #62N47		
Contract With	VILLAGE OF ORLAND PARK	IDOT	IDOT	IDOT		
Estimated Completion Date	11/15/2022	8/25/2023	12/1/2022	8/1/2022		
Total Contract Price	5,297,343.91	4,699,499.75	8,398,082.36	1,638,840.11		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	126,430.00	2,301,579.70	5,425,800.91	353,518.50		15,084,510.15
Uncompleted Dollar Value if Firm is the Subcontractor						600,000.00
				Total Value of All Work		15,684,510.15

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork			50,000.00			417,439.01
Portland Cement Concrete Paving						0.00
HMA Plant Mix	50,000.00	326,421.77	2,960,000.00	5,000.00		4,390,188.10
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces		8,757.95				157,659.95
Highway,R.R. and Waterway Structures		500,000.00				1,253,901.40
Drainage		60,000.00				2,087,750.42
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction		150,000.00				432,236.80
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling		41,964.00	100,000.00			347,927.59
Demolition						0.00
Pavement Markings (Paint)						0.00
						0.00
						0.00
Totals	50,000.00	1,087,143.72	3,110,000.00	5,000.00		9,087,103.27

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	9	10	11	12	Awards Pending
Subcontractor	AFFORDABLE CONCRETE RAISING	CLAUSSEN/M.A. STEEL	PROTACK	VAN MACK	
Type of Work	CONCRETE REPAIRS	ERECTION	LJS	ELECTRIC	
Subcontract Price	47,700.00	388,009.50	138,048.68	132,937.00	
Amount Uncompleted	47,700.00	388,009.50	138,048.68	132,937.00	
Subcontractor	TRAFFIC CONTROL CO	MIDEWEST FENCE	VAN MACK		
Type of Work	TRAFFIC	RAILS	ELECTRIC	LANDSCAPE	
Subcontract Price	16,000.00	224,622.00	1,360,455.40	15,685.00	
Amount Uncompleted	16,000.00	224,622.00	1,360,455.40	15,685.00	
Subcontractor	TRAFFIC CONTROL CO	ATLANTIC	EARTHWORKS BY LAVICKA		
Type of Work	STRIPING	PAINTING	LANDSCAPE	LJS	
Subcontract Price	12,730.00	97,200.00	18,420.00	57,514.00	
Amount Uncompleted	12,730.00	97,200.00	18,420.00	57,514.00	
Subcontractor		ELECTRIC CONDUIT	QUALITY SAW & SEAL		
Type of Work		ELECTRIC	RUMBLE	SEWER CLEAN	
Subcontract Price		160,306.65	13,117.86	35,780.00	
Amount Uncompleted		160,306.65	13,117.86	35,780.00	
Subcontractor		TRAFFIC CONT PROTECTION	M&J UNDERGROUND	D2K	
Type of Work		TCP	SEWER	STRIPING/TRAFFIC	
Subcontract Price		274,924.35	229,095.00	106,602.50	
Amount Uncompleted		261,724.35	229,095.00	106,602.50	
Subcontractor		TRAFFIC CONT CORP	PRECISION		
Type of Work		STRIPING	STRIPING		
Subcontract Price		82,573.48	408,094.22		
Amount Uncompleted		82,573.48	408,094.22		
Subcontractor			WORK ZONE SAFETY		
Type of Work			TRAFFIC		
Subcontract Price			148,569.75		
Amount Uncompleted			148,569.75		
Total Uncompleted	76,430.00	1,214,435.98	2,315,800.91	348,518.50	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this _____ day of _____, 2023.

Type or Print Name Matt Marketti President
Officer or Director Title

_____
Notary Public

Signed _____

My commission expires: _____

Company P.T. Ferro Construction Co.

(Notary Seal)

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Illinois Department of Transportation

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(Letting date)

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Bureau of Construction
2300 South Dirksen Parkway Room 322
Springfield, Illinois 62764

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE.**

	13	14	15	16	Awards Pending	
Contract Number	I-80 WB STRUCTURES #60W35	2022 ARTERIAL RESURFACING	FERNWAY 7-9	HELEN AVE ROADWAY IMPROVEMENTS		
Contract With	IDOT	CITY OF JOLIET	VILLAGE OF ORLAND PARK	CITY OF JOLIET		
Estimated Completion Date	8/1/2024	10/31/2022	11/25/2022	12/1/2022		
Total Contract Price	2,554,067.00	2,340,535.07	3,883,549.18	261,523.96		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	2,554,067.00	210,000.00	3,683,549.00	30,640.00		21,562,766.15
Uncompleted Dollar Value if Firm is the Subcontractor						600,000.00
						22,162,766.15

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork	1,665,345.00		607,535.00			2,690,319.01
Portland Cement Concrete Paving						0.00
HMA Plant Mix		35,000.00	755,000.00	5,000.00		5,185,188.10
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			555,000.00			712,659.95
Highway,R.R. and Waterway Structures						1,253,901.40
Drainage	888,722.00		465,000.00			3,441,472.42
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction			600,000.00			1,032,236.80
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling			245,000.00			592,927.59
Demolition						0.00
Pavement Markings (Paint)						0.00
						0.00
						0.00
Totals	2,554,067.00	35,000.00	3,227,535.00	5,000.00	0.00	14,908,705.27

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	13	14	15	16	Awards Pending
Subcontractor			TRAFFIC CTRL CO		
Type of Work		LANDSCAPING	STRIPING	LANDSCAPE	
Subcontract Price		15,430.00	3,450.00	25,640.00	
Amount Uncompleted			3,450.00	25,640.00	
Subcontractor		TRAFFIC CONTROL CO.	SEASONS LANDSCAPE		
Type of Work		TRAFFIC / STRIPING	LANDSCAPE		
Subcontract Price		102,375.00	419,180.00		
Amount Uncompleted		75,000.00	419,180.00		
Subcontractor			NAFISCO		
Type of Work		ELECTRIC	TRAFFIC		
Subcontract Price		144,960.00	15,520.00		
Amount Uncompleted		100,000.00	15,520.00		
Subcontractor			CLEAN CUT TREE SERVICE		
Type of Work			TREE REM		
Subcontract Price			17,864.00		
Amount Uncompleted			17,864.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	175,000.00	456,014.00	25,640.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this _____ day of _____, 2023.

Type or Print Name Matt Marketti President
Officer or Director Title

_____
Notary Public

Signed _____

My commission expires: _____

Company P.T. Ferro Construction Co.

(Notary Seal)

Address P.O. Box 156
Joliet, IL 60434-0156

Illinois Department of Transportation

Affidavit of Availability

For the Letting of 8/2/2023
(Letting date)

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Bureau of Construction
2300 South Dirksen Parkway Room 322
Springfield, Illinois 62764

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE.**

	17	18	19	20	Awards Pending	
Contract Number	2022 MFT ROAD PROGRAM 22-00030-00-RS	PARKS AVE ROADWAY PROJECT	2022-01 ROAD IMPROVEMENT PROJECT	RIDGE ROAD (CATON / THEODORE) 19-00149-00-PW		
Contract With	VILLAGE OF CHANNAHON	CITY OF JOLIET	JOLIET TOWNSHIP	KENDALL CO HWY DEPT		
Estimated Completion Date	11/18/2022	6/1/2023	12/1/2022	10/28/2023		
Total Contract Price	1,999,698.11	622,221.48	268,308.91	3,451,580.25		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	136,924.00	600,336.46	5,000.00	2,120,415.10		24,425,441.71
Uncompleted Dollar Value if Firm is the Subcontractor						600,000.00
				Total Value of All Work		25,025,441.71

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork		64,300.20		250,000.00		3,004,619.21
Portland Cement Concrete Paving						0.00
HMA Plant Mix	25,000.00	16,934.20	5,000.00	750,000.00		5,982,122.30
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces		33,082.15		150,000.00		895,742.10
Highway,R.R. and Waterway Structures						1,253,901.40
Drainage		344,110.00				3,785,582.42
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction		138,199.91		285,899.80		1,456,336.51
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling				48,008.25		640,935.84
Demolition						0.00
Pavement Markings (Paint)						0.00
						0.00
						0.00
Totals	25,000.00	596,626.46	5,000.00	1,483,908.05	0.00	17,019,239.78

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	17	18	19	20	Awards Pending
Subcontractor	TRAFFIC CTRL CO			H&H ELECTRIC	
Type of Work	STRIPING/TRAFFIC	LANDSCAPE		ELECTRIC	
Subcontract Price	12,400.00	21,885.00		481,641.43	
Amount Uncompleted				481,641.43	
Subcontractor	SEASONS LANDSCAPE			SEASONS LANDSCAPE	
Type of Work	LANDSCAPE	PLUMBING		LANDSCAPE	
Subcontract Price	77,260.00	3,710.00		120,713.50	
Amount Uncompleted	77,260.00	3,710.00		120,713.50	
Subcontractor				PROTACK	
Type of Work	GUARDRAIL			LJS	
Subcontract Price	7,064.00			34,152.12	
Amount Uncompleted	7,064.00			34,152.12	
Subcontractor				TRAFFIC CONTROL CORP	
Type of Work	ENVIRONMENTAL			TRAFFIC / STRIPING	
Subcontract Price	27,600.00			102,552.23	
Amount Uncompleted	27,600.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	111,924.00	3,710.00	0.00	636,507.05	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this _____ day of _____, 2023.

Type or Print Name Matt Marketti President
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Signed _____

My commission expires: _____

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Address P.O. Box 156
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Bureau of Construction
2300 South Dirksen Parkway Room 322
Springfield, Illinois 62764

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE.**

	21	22	23	24	Awards Pending	
Contract Number	2022 MFT CONTRACT E - 22-00553-00-RS	JOLIET ROAD #62M43	2023 MFT RESURFACING	2023 MFT RESURFACING		
Contract With	CITY OF JOLIET	IDOT	FRANKFORT TWP HIGHWAY	VILLAGE OF SHOREWOOD		
Estimated Completion Date	7/1/2023	9/1/2023	7/1/2023	10/1/2023	1/0/1900	
Total Contract Price	1,602,999.81	2,288,051.19	737,505.55	3,113,975.08		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	72,155.10	1,199,099.04	610,980.00	419,544.00		26,727,219.85
Uncompleted Dollar Value if Firm is the Subcontractor						600,000.00
				Total Value of All Work		27,327,219.85

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						Accumulated Totals
Earthwork		50,000.00	5,000.00			3,059,619.21
Portland Cement Concrete Paving						0.00
HMA Plant Mix	10,000.00	600,000.00	490,205.00	300,000.00		7,382,327.30
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces		10,000.00	1,200.00			906,942.10
Highway,R.R. and Waterway Structures						1,253,901.40
Drainage		10,000.00		25,000.00		3,820,582.42
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction		50,000.00				1,506,336.51
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling		25,000.00	111,900.00	50,000.00		827,835.84
Demolition						0.00
Pavement Markings (Paint)						0.00
						0.00
						0.00
Totals	10,000.00	745,000.00	608,305.00	375,000.00	0.00	18,757,544.78

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Part III. Work Subcontracted to Others

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	21	22	23	24	Awards Pending
Subcontractor	SEASONS LANDSCAPE	WORK ZONE SAFETY	PAVEMENT SOLUTIONS	TRAFFIC CONTROL CO	
Type of Work	LANDSCAPE	TRAFFIC	STRIPING	STRIPING/TCP	
Subcontract Price	23,163.00	105,952.50	2,675.00	11.00	
Amount Uncompleted	23,163.00	105,952.50	2,675.00	44,544.00	
Subcontractor	H&H ELECTRIC	HAWK ENTERPRISES			
Type of Work	ELECTRIC	ELECTRIC			
Subcontract Price	4,387.50	51,441.00			
Amount Uncompleted	4,387.50	51,441.00			
Subcontractor	SUPERIOR	BRYAN ENVIRONMENTAL			
Type of Work	STRIPING	ENVIRONMENTAL			
Subcontract Price	23,004.60	21,435.00			
Amount Uncompleted	23,004.60	21,435.00			
Subcontractor	WORK ZONE SAFETY	TRAFFIC CONTROL COMPANY			
Type of Work	TRAFFIC	STRIPING			
Subcontract Price	11,600.00	85,074.91			
Amount Uncompleted	11,600.00	85,074.91			
Subcontractor		DENLER, INC			
Type of Work		CRACK SEAL			
Subcontract Price		34,959.58			
Amount Uncompleted		34,959.58			
Subcontractor		QUALITY SAW & SEAL			
Type of Work		GROOVING			
Subcontract Price		51,545.62			
Amount Uncompleted		51,545.62			
Subcontractor		MISC			
Type of Work		MISC			
Subcontract Price		103,690.43			
Amount Uncompleted		103,690.43			
Total Uncompleted	62,155.10	454,099.04	2,675.00	44,544.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this _____ day of _____, 2023.

Type or Print Name Matt Marketti President
Officer or Director Title

Notary Public

Signed _____

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Company P.T. Ferro Construction Co.

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Bureau of Construction
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	25	26	27	28	Awards Pending	
Contract Number	DOCTORS MARSH TRAIL	ARSENAL RD #62R68	ROCK RUN GREENWAY	2023 MFT RESURFACING 23-00073-00-RS		
Contract With	VILLAGE OF ORLAND PARK	IDOT	FPDWC	VILLAGE OF PLAINFIELD		
Estimated Completion Date	6/1/2023	12/1/2023	9/1/2023	11/15/2023		
Total Contract Price	46,688.13	258,286.80	241,530.50	2,280,789.87		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	46,688.00	149,963.80	241,530.50	2,050,789.87		29,216,192.02
Uncompleted Dollar Value if Firm is the Subcontractor						600,000.00
				Total Value of All Work		29,816,192.02

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork			43,500.00	25,000.00		3,128,119.21
Portland Cement Concrete Paving						0.00
HMA Plant Mix	23,344.00		33,552.00	1,314,864.00		8,754,087.30
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			49,785.00	5,000.00		961,727.10
Highway,R.R. and Waterway Structures	23,344.00	40,000.00				1,317,245.40
Drainage			76,151.50	10,000.00		3,906,733.92
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction			4,530.00	100,000.00		1,610,866.51
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling			13,400.00	259,749.81		1,100,985.65
Demolition		45,000.00				45,000.00
Pavement Markings (Paint)						0.00
						0.00
						0.00
Totals	46,688.00	85,000.00	220,918.50	1,714,613.81	0.00	20,824,765.09

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code".

Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	25	26	27	28	Awards Pending
Subcontractor		NORTHERN	HOMER TREE		
Type of Work		IMP ATTN	TREE	LJS	
Subcontract Price		12,942.00	6,500.00	47,371.10	
Amount Uncompleted		12,942.00	6,500.00	47,371.10	
Subcontractor		D2K		H&H ELECTRIC	
Type of Work		STRIPING	STRIPING	ELECTRIC	
Subcontract Price		8,050.00	3,003.00	4,990.26	
Amount Uncompleted		8,050.00	3,003.00	4,990.26	
Subcontractor		WORK ZONE	SEASONS LANDSCAPE	K&D ENTERPRISE	
Type of Work		TRAFFIC	LANDSCAPE	LANDSCAPE	
Subcontract Price		43,971.80	11,109.00	21,695.00	
Amount Uncompleted		43,971.80	11,109.00	21,695.00	
Subcontractor				SUPERIOR ROAD STRIPING	
Type of Work				STRIPING	
Subcontract Price				148,841.05	
Amount Uncompleted				148,841.05	
Subcontractor				WORK ZONE SAFETY	
Type of Work				TRAFFIC	
Subcontract Price				113,278.65	
Amount Uncompleted				113,278.65	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	64,963.80	20,612.00	336,176.06	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this _____ day of _____, 2023.

Type or Print Name Matt Marketti President
Officer or Director Title

_____
Notary Public

Signed _____

My commission expires: _____

Company P.T. Ferro Construction Co.

(Notary Seal)

Address P.O. Box 156
Joliet, IL 60434-0156

Illinois Department of Transportation

2300 South Dirksen Parkway Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 8/2/2023
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE.**

	29	30	31	32	Awards Pending	
Contract Number	FIRE STATION 2 PCC PAVEMENT	IL 17 & IL 23 BRIDGE DECK #66M75	EASTERN AVE EXTENSION	MANHATTAN ROAD DIST. 23-12000-01-GM		
Contract With	VILLAGE OF ROMEOVILLE	IDOT	VILLAGE OF MANHATTAN	WCDOT		
Estimated Completion Date	9/1/2023	12/15/2023	11/30/2023	6/30/2023	1/0/1900	
Total Contract Price	162,769.17	959,278.17	1,239,175.40	196,864.10		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	162,769.17	954,843.19	1,239,175.40	196,864.10		31,769,843.88
Uncompleted Dollar Value if Firm is the Subcontractor						600,000.00
				Total Value of All Work		32,369,843.88

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE.**

						Accumulated Totals
Earthwork		5,520.00	175,750.00			3,309,389.21
Portland Cement Concrete Paving						0.00
HMA Plant Mix		63,556.67	514,725.45	167,966.00		9,500,335.42
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			231,111.00			1,192,838.10
Highway,R.R. and Waterway Structures		629,444.50				1,946,689.90
Drainage			51,482.50			3,958,216.42
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	162,769.17		44,770.00			1,818,405.68
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling			3,499.40	28,898.10		1,133,383.15
Demolition		154,214.00				199,214.00
Pavement Markings (Paint)						0.00
						0.00
						0.00
Totals	162,769.17	852,735.17	1,021,338.35	196,864.10	0.00	23,058,471.88

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code".

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	29	30	31	32	Awards Pending
Subcontractor		DIAMOND CO			
Type of Work		GROOVING	LANDSCAPE		
Subcontract Price		9,505.00	91,073.30		
Amount Uncompleted		9,505.00	91,073.30		
Subcontractor		KUJO INC.	SUPERIOR		
Type of Work		GUARDRAIL	STRIPING		
Subcontract Price		13,850.02	17,086.00		
Amount Uncompleted		13,850.02	17,086.00		
Subcontractor		TCC	WORK ZONE SAFETY		
Type of Work		STRIPING	TRAFFIC		
Subcontract Price		5,900.00	10,605.00		
Amount Uncompleted		5,900.00	10,605.00		
Subcontractor		WORK ZONE SAFETY	HOMER TREE		
Type of Work		TRAFFIC	TREE		
Subcontract Price		72,853.00	6,856.00		
Amount Uncompleted		72,853.00	6,856.00		
Subcontractor			UTILITY DYNAMICS		
Type of Work			ELECTRIC		
Subcontract Price			74,018.00		
Amount Uncompleted			74,018.00		
Subcontractor			PROTACK		
Type of Work			LJS		
Subcontract Price			18,198.75		
Amount Uncompleted			18,198.75		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	102,108.02	217,837.05	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me
this _____ day of _____, 2023.

Type or Print Name Matt Marketti President
Officer or Director Title

Notary Public

Signed _____

My commission expires: _____

Company P.T. Ferro Construction Co.

(Notary Seal)

Address P.O. Box 156
Joliet, IL 60434-0156

Illinois Department of Transportation

2300 South Dirksen Parkway Room 322
Springfield, Illinois 62764

Affidavit of Availability

For the Letting of 8/2/2023
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE.**

	33	34	35	36	Awards Pending	
Contract Number	AIRPORT ROAD RESURFACING	2023 MFT RESURFACING 23-00057-00-RS	2023 RMP	OLD TOWN PHASE 2 UTILITIES		
Contract With	VILLAGE OF ROMEOVILLE	VILLAGE OF LEMONT	VILLAGE OF FRANKFORT	VILLAGE OF PLAINFIELD		
Estimated Completion Date	10/1/2023	10/1/2023	11/1/2023	3/29/2024	1/0/1900	
Total Contract Price	736,699.00	947,009.42	5,971,359.00	5,477,323.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	736,699.00	947,009.42	5,971,359.00	5,477,323.00		44,902,234.30
Uncompleted Dollar Value if Firm is the Subcontractor						600,000.00
				Total Value of All Work		45,502,234.30

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork	455,958.00	85,685.00	75,000.00	759,719.00		4,685,751.21
Portland Cement Concrete Paving						0.00
HMA Plant Mix		394,728.42	3,326,971.80	235,000.00		13,457,035.64
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces		13,750.00	15,000.00	5,000.00		1,226,588.10
Highway,R.R. and Waterway Structures						1,946,689.90
Drainage	26,750.00	24,900.00	200,240.00	3,815,000.00		8,025,106.42
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	108,176.00	278,665.00	1,553,000.00			3,758,246.68
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	94,000.00	86,205.00	435,620.00			1,749,208.15
Demolition						199,214.00
Pavement Markings (Paint)						0.00
						0.00
						0.00
Totals	684,884.00	883,933.42	5,605,831.80	4,814,719.00	0.00	35,047,840.10

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	33	34	35	36	Awards Pending
Subcontractor	WORK ZONE SAFETY	K&D LANDSCAPE	TCC		
Type of Work	TRAFFIC	LANDSCAPE	STRIPING	AUGER	
Subcontract Price	6,825.00	46,535.00	103,059.00	132,715.00	
Amount Uncompleted	6,825.00	46,535.00	103,059.00	132,715.00	
Subcontractor	TCC	TCC	DENLER		
Type of Work	STRIPING	TRAFFIC /STRIPING	CRACK SEALING	BORING	
Subcontract Price	37,290.00	16,541.00	99,643.20	105,242.00	
Amount Uncompleted	37,290.00	16,541.00	99,643.20	105,242.00	
Subcontractor	SEASONS		K&D LANDSCAPE		
Type of Work	LANDSCAPING		LANDSCAPE	LANDSCAPE	
Subcontract Price	7,700.00		162,825.00	198,166.00	
Amount Uncompleted	7,700.00		162,825.00	198,166.00	
Subcontractor					
Type of Work				SEWER	
Subcontract Price				201,481.00	
Amount Uncompleted				201,481.00	
Subcontractor					
Type of Work				TRAFFIC	
Subcontract Price				25,000.00	
Amount Uncompleted				25,000.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	51,815.00	63,076.00	365,527.20	662,604.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me
this _____ day of _____, 2023.

Type or Print Name Matt Marketti President
Officer or Director Title

_____
Notary Public

Signed _____

My commission expires: _____

Company P.T. Ferro Construction Co.

(Notary Seal)

Address P.O. Box 156
Joliet, IL 60434-0156

Illinois Department of Transportation

2300 South Dirksen Parkway Room 322
Springfield, Illinois 62764

Affidavit of Availability

For the Letting of 8/2/2023
(Letting date)

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Part I. Work Under Contract

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	37	38	39	40	Awards Pending	
Contract Number	WALLACE STREET	2023 MFT CONTRACT A - VARIOUS	JOLIET - MIDLAND AVE EAST WM	PLAINFIELD-NAPERVILLE ROAD		
Contract With	CITY OF JOLIET	CITY OF JOLIET	BENCHMARK CONSTRUCTION	WCDOT		
Estimated Completion Date	12/1/2023	10/1/2023	11/1/2023	9/30/2023	1/0/1900	
Total Contract Price	355,266.54	199,884.58	463,450.00	1,699,969.10		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	345,291.54	199,884.58		1,699,969.00		47,147,379.42
Uncompleted Dollar Value if Firm is the Subcontractor			463,450.00			1,063,450.00
				Total Value of All Work		48,210,829.42

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork	27,528.20			70,000.00		4,783,279.41
Portland Cement Concrete Paving						0.00
HMA Plant Mix	5,495.00	187,884.58	406,088.00	903,515.00		14,960,018.22
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	32,173.30			20,000.00		1,278,761.40
Highway,R.R. and Waterway Structures						1,946,689.90
Drainage	132,150.00	12,000.00		15,000.00		8,184,256.42
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	66,655.00			190,000.00		4,014,901.68
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling			57,362.00	250,000.00		2,056,570.15
Demolition						199,214.00
Pavement Markings (Paint)						0.00
						0.00
						0.00
Totals	264,001.50	199,884.58	463,450.00	1,448,515.00	0.00	37,423,691.18

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code".

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	37	38	39	40	Awards Pending
Subcontractor	TRAFFIC CTRL CO			H&H	
Type of Work	STRIPING/ TRAFFIC			ELECTRIC	
Subcontract Price	68,300.00			4,850.00	
Amount Uncompleted	68,300.00			4,850.00	
Subcontractor	SEASONS			SESAONS	
Type of Work	LANDSCAPE			LANDSCAPE	
Subcontract Price	12,990.04			25,300.00	
Amount Uncompleted	12,990.04			25,300.00	
Subcontractor				SUPERIOR	
Type of Work				STRIPING	
Subcontract Price				186,504.00	
Amount Uncompleted				186,504.00	
Subcontractor				WORK ZONE SAFETY	
Type of Work				TRAFFIC	
Subcontract Price				34,800.00	
Amount Uncompleted				34,800.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	81,290.04	0.00	0.00	251,454.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me
this 2nd day of Aug, 2023.

Consuelo Ceja
Notary Public

My commission expires: 10/08/2023

(Notary Seal)

OFFICIAL SEAL
Consuelo Ceja
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Oct. 8, 2023

Type or Print Name Matt Marketti President
Officer or Director Title

Signed Matt

Company P.T. Ferro Construction Co.
Address P.O. Box 156
Joliet, IL 60434-0156

VILLAGE OF TINLEY PARK

Service Contract – KIMBERLY HEIGHTS DRAINAGE IMPROVEMENTS – PHASE 1 & PHASE 2

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and P.T. FERRO CONST. CO. (the "Contractor"), for the project or work described, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the project documents or Scope of Services attached hereto and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed ONE MILLION ONE HUNDRED FOURTEEN THOUSAND SIX HUNDRED TWENTY-SIX DOLLARS AND 25 Cents (1,114,626.25 $). Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.

3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.

4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than $10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**

5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract on or before the dates specified in the contract, unless otherwise agreed upon by the Village Engineer.

6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor

the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**

9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto.**

10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.

11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.

12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.

14. This Contract may only be amended by written instrument approved and executed by the parties.

15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.

16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.

17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.

18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CONTRACTOR NAME - P.T. FERRO CONSTRUCTION Co.

BY: Matt Marketti 8/2/23
Date

Printed Name: MATT MARKETTI

Title: PRESIDENT

VILLAGE OF TINLEY PARK

BY: _____ _____
Michael W. Glotz, Village President Date
(required if Contract is $20,000 or more)

ATTEST:

_____ _____
Village Clerk Date
(required if Contract is $20,000 or more)

VILLAGE OF TINLEY PARK

BY: _____ _____
Village Manager Date

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT

EXECUTIVE SESSION